

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, DECEMBER 11, 2018 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**
- 4. PROCLAMATIONS**
- 5. CITIZEN COMMENTS**

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

- 6. PUBLIC SAFETY REPORTS**
- 7. CONSENT AGENDA**

1. Minutes:

Approve Minutes of November 13, 2018 City Commission Meeting
Approve Minutes of November 19, 2018 Organization Meeting

2. Travel Requests:

Request from Ricky Ali, Code Compliance Inspector, to attend the FACA (Florida Animal Control Association) Animal Control Officer Certification Course in Orlando, Florida, on January 27-February 2, 2019 (Estimated Cost \$866.71)

3. RESOLUTION NO. 2018-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES, TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND APPROVING THE LOCAL AGENCY AGREEMENT (LAP) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE PURPOSE OF FDOT'S PARTICIPATION IN THE PROJECT NAMED "DANIA BEACH CITYWIDE IMPROVEMENTS - VARIOUS LOCATIONS"; PROVIDING FOR FUNDING IN THE AMOUNT OF THREE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS (\$344,379.00), WHICH IS THE MAXIMUM FEDERAL FUNDS AVAILABLE FOR REIMBURSEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER TREATMENT PLANT CHEMICALS (INCLUDING BUT NOT LIMITED TO FLUORIDE, ANTI-SCALANT, ZINC ORTHOPHOSPHATE, SODIUM HYPOCHLORITE, POLYPHOSPHATE, SODIUM HYDROXIDE, SULFURIC ACID, CALCIUM OXIDE-QUICKLIME) TO BE PURCHASED FROM VARIOUS CHEMICAL SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT, FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS

(\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2018-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CALVIN GIORDANO AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2018-2019, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2018-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) FORD TRANSIT 350 VANS AND TWO (2) FORD F-150 PICKUP TRUCKS FOR THE PARKS AND RECREATION DEPARTMENT, AND FOUR (4) FORD F-250 PICKUP TRUCKS FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED EIGHTY EIGHT DOLLARS (\$227,188.00) FROM COGIN FORD WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFF'S ASSOCIATION ("FSA") CONTRACT 18-VEL26.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2018-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE PURCHASED FROM PUBLIC UTILITY MANAGEMENT PLANNING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2018-2019 (ENDING SEPTEMBER 30, 2019), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2018-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE CITY OF POMPANO BEACH RFP L-51-16 WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2018-2019, FOR FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2018-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE SERVICES FROM ALL PRO PAINTING & WATERPROOFING, INC. IN THE AMOUNT OF TWENTY SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$27,450.00) FOR PAINTING AND REPAIR OF CITY HALL WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, FOR A PROJECT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR A SINGLE VENDOR IN A FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2018-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MAD 4 MARKETING INCORPORATED FOR ADVERTISING SERVICES FOR CITY REBRANDING EFFORTS RELATED TO REQUEST FOR PROPOSAL (RFP) NO. 18-015 IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

12. RESOLUTION NO. 2018-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL AQUATIC

FACILITIES MANAGEMENT SERVICES, WHICH AGREEMENT EXISTS BETWEEN THE CITY AND JEFF ELLIS MANAGEMENT LLC, RELATING TO A MONTH-TO-MONTH EXTENSION UNDER THE SAME PRICING, TERMS, AND CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

13. RESOLUTION NO. 2018-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF EIGHTY ONE THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS AND ONE CENT (\$81,935.01) AND CLOSE THE PROJECT FOR CONSTRUCTION CONTRACT RELATED TO EVERGLADES CONTRACTING, LLC FOR THE TAYLOR LANE DRAINAGE IMPROVEMENTS PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

14. RESOLUTION NO. 2018-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN ENVIRO DRILL, INC. AND THE CITY FOR EMERGENCY REPAIRS OF A DAMAGED GRAVITY SEWER LINE ON AN ALLEYWAY BETWEEN SOUTHEAST 3RD AVENUE AND SOUTHEAST 4TH AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

15. RESOLUTION NO. 2018-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING A CONTRACT TO PROCURE CONSTRUCTION REPAIR SERVICES FOR A DAMAGED GRAVITY SEWER LINE ON AN ALLEYWAY BETWEEN SOUTHEAST 3RD STREET AND SOUTHEAST 4TH STREET FROM SULLIVAN BROS, LLC, WITHOUT COMPETITIVE BIDDING OR ADVERTISEMENT FOR BIDS FOR FISCAL YEAR 2018-2019, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$305,987.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

16. RESOLUTION NO. 2018-180

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND

THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES USING AVAILABLE PRICING FROM THE CITY OF FORT LAUDERDALE, UNDER BID 975-11940 FOR REAL ESTATE BROKERAGE SERVICES DATED APRIL 7, 2017, FOR FISCAL YEAR 2018-2019, WITHOUT COMPETITIVE BIDDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2018-181

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AGREEMENTS WITH ADVANCED MULTI SIGN CORP. AND DON BELL SIGNS LLC FOR SIGNAGE PRODUCTION AND REPLACEMENT FOR CITY REBRANDING EFFORTS RELATED TO CITY REQUEST FOR QUALIFICATIONS (RFQ) NO. 18-013; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

2. RESOLUTION NO. 2018-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A CONTRACT RELATED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 18-005 TO ARCHITECT1.COM, LLC, FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE HISTORIC NYBERG-SWANSON HOUSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. PUBLIC HEARINGS

10. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2018-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND (“PROPERTY”) WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER,

PROVIDING FOR AN EFFECTIVE DATE. *(Continued from October 23, 2018 and November 13, 2018)*

2. Dania Beach Grill - Commissioner Harris
3. Charter Review Board - Commissioner James
4. Food Truck Ordinance Amendment - Commissioner James
5. Review and approve City Commission meeting dates for 2019 - City Clerk
6. Discussion concerning City Manager selection process - Mayor Lewellen

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Harris
3. Commissioner James
4. Vice-Mayor Odman
5. Mayor Lewellen

12. APPOINTMENTS

1. Airport Advisory Board
Mayor Lewellen - 2 appointments
Vice-Mayor Odman - 2 appointments
Commissioner Brandimarte - 2 appointments
Commissioner Harris - 2 appointments
Commissioner James - 2 appointments
2. Creative Arts Council Advisory Board
Mayor Lewellen - 1 appointment
Vice-Mayor Odman - 1 appointment
3. Education Advisory Board
Mayor Lewellen - 1 appointment
Vice-Mayor Odman - 1 appointment
Commissioner Harris - 1 appointment
4. Green Advisory Board
Mayor Lewellen - 1 appointment
Vice-Mayor Odman - 1 appointment

5. Marine Advisory Board
 - Mayor Lewellen - 2 appointments
 - Vice-Mayor Odman - 2 appointments
 - Commissioner James - 1 appointment
6. Parks, Recreation and Community Affairs Advisory Board
 - Mayor Lewellen - 2 appointments
 - Vice-Mayor Odman - 2 appointments
 - Commissioner Brandimarte - 2 appointments
 - Commissioner Harris - 2 appointments
 - Commissioner James - 2 appointments
7. Planning & Zoning Board
 - Mayor Lewellen - 1 appointment
 - Vice-Mayor Odman - 1 appointment
 - Commissioner Brandimarte - 1 appointment
 - Commissioner Harris - 1 appointment
 - Commissioner James - 1 appointment
 - 2 Alternate Appointments

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Tuesday, January 8, 2019 - 5:30 p.m.
Tuesday, January 8, 2019 - 7:00 p.m.
Tuesday, January 22, 2019 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. ADJOURNMENT

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, NOVEMBER 13, 2018 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:02 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
Assistant City Manager:	Colin Donnelly
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

3.1 Presentation by Walmart Neighborhood Pharmacy - Requested by Vice-Mayor Harris

AJ and Alex, Walmart Neighborhood Pharmacy, provided a public service announcement about services they offer to the community, including flu shots.

3.2 Recognition of Dania Beach Dolphins Cheerleaders – Mayor James

Mayor James recognized the Dania Beach Dolphins cheerleading team, winners of the cheerleading competition, and thanked the coaches, parents and all the volunteers. She noted their plaque is on the way.

3.3 Presentation to Dania Elementary School for achieving an "A" Rating for School Year 2017-2018 - Mayor James

Mayor James and the City Commission presented an award to Dr. Lewis Jackson, Principal of Dania Elementary.

3.4 Presentation by Craig Valentine, Gangrel's Wrestling, of fundraising results for Breast Cancer Awareness Month.

Mr. Valentine noted \$2,889.30 was raised and sent directly to the Breast Cancer Research Foundation. December 16th is their 2nd Annual Toy Drive in Dania Beach, and he noted they need help in transporting the children to the facility. February 23rd will be their first taped television show, which will be held at the Casino, and he will donate 100 tickets to the Commission to give to children to attend. He presented Commissioner Grace with the same award that was given to the first four students who graduated from their wrestling school.

Jessica Lizana, Dania Beach Women's' Club, presented Commissioner Grace with a lifetime key to their clubhouse.

Commissioner Brandimarte commented that the National Council of Negro Women, Inc. had their 2nd Annual Awards Gala where Commissioner Grace was presented with the Civil Service Achievement Award. She spoke of the event and displayed the plaque presented to Commissioner Grace.

Commissioner Grace thanked everyone for the honor and privilege of serving the City of Dania Beach as Mayor, Vice-Mayor, and City Commissioner.

3.5 Special Event request for the City of Dania Beach Holiday Tree Lighting Event to be held at 100 W Dania Beach Boulevard on November 29, 2018 from 6:00 p.m. - 9:00 p.m.

Commissioner Grace motioned to approve the Special Event request for the holiday tree lighting event; seconded by Commissioner Salvino. The motion carried unanimously.

3.6 Special Event request from Blue Ridge Tree Farm to allow Holiday Tree sales from November 14, 2018 - December 30, 2018, at 4650 SW 30 Avenue, from 10:00 a.m. - 10:00 p.m. daily

Commissioner Grace motioned to approve the Special Event request for Blue Ridge Tree Farm's holiday tree sales; seconded by Commissioner Salvino. The motion carried unanimously.

3.7 Special Event request from the Tamara James Foundation for a Thanksgiving Drive to be held at the PATCH, 1201 W Dania Beach Boulevard, on November 20, 2018 from 5:00 p.m. - 7:00 p.m.

Assistant City Manager Donnelly noted the request came in late and there is no backup in the agenda packet.

Eric Brown, Director of Parks & Recreation, noted his department needs an application on file by tomorrow and we will move forward with the request.

Mayor James noted they are asking for the rental fees for the PATCH to be waived.

Commissioner Grace motioned to approve the Special Event request for the Tamara James Foundation Thanksgiving Drive, including waiver of rental fees for the PATCH; seconded by Commissioner Brandimarte. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Colynn Mae Jones, 22 NW 14th Avenue, asked when the NW 1st Street bridge would be reopened.

Brad Kaine, Director of Public Works, explained the contractor just began work and should be done by the end of December. The bridge should be reopened at the first of the year.

Reverend Paul Wiggins, 215 NW 5th Avenue, pastor of Greater Mount Zion church, spoke about his excitement for the CRA Affordable Housing Program and requested the Commission approve conveyance of the additional City parcels to the CRA.

Jim Silverdale, Lions Club, 501 SW 4th Avenue, thanked Commissioners Grace and Salvino for their service to the community.

Pat Wright, 4391 SW 34 Lane, spoke of the Dania/Broward Home Buyers' Assistance Program and questioned whether Dania Beach's portion would be a gift. She also questioned the City giving parcels to the CRA, and said there are too many questions that need to be worked out.

Mayor James addressed Ms. Wright's comments.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City. He thanked everyone for coming out to the Fall Festival and National Night Out event. He thanked Commissioners Grace and Salvino for their hard work.

7. Consent Agenda

- 7.1 Minutes:
Approve Minutes of October 23, 2018 City Commission Meeting
Approve Minutes of October 29, 2018 Workshop - Affordable Housing

7.2 Travel Requests:

Request from Darren Greene, Utilities Mechanic II, to attend VT SCADA (Supervisory Control and Data Acquisition System) Training in Orlando, Florida, on December 2-7, 2018 (Estimated cost \$2,339.52)

Resolutions

7.3 RESOLUTION #2018-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.4 RESOLUTION #2018-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION 2018-140; AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID ("ITB") NO. 14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE OCEAN RESCUE BUILDING LOCATED ON NORTH ROAD, DANIA BEACH, IN AN AMOUNT NOT TO EXCEED NINETY TWO THOUSAND SIX HUNDRED FIFTY DOLLARS (\$92,650.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2018-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY PERSONNEL SERVICES TO BE PURCHASED FROM VARIOUS STAFFING VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT 13-D-140F, FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); REQUIRING INITIAL PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2018-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE CITY OF DANIA BEACH'S TITLE VI PROGRAM FOR SUBMITTAL TO THE FEDERAL TRANSIT ADMINISTRATION REGIONAL CIVIL RIGHTS OFFICE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.7 RESOLUTION #2018-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OPTION WITH SAM'S

LANDSCAPE MAINTENANCE, INC. FOR CITY-WIDE LANDSCAPING SERVICES IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$401,180.00) EACH YEAR FOR FISCAL YEARS 2019, 2020 AND 2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.8 RESOLUTION #2018-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING A CONTRACT UTILIZING PRICING UNDER THE UNDER BROWARD COUNTY BOARD OF COMMISSIONERS SOLICITATION T1368213B1 AND FURTHER AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR EMERGENCY REPAIRS OF THE NORTHWEST 1st STREET BRIDGE OVER THE C-10 CANAL BY BLUEWATER BUILDERS, INC. FOR FISCAL YEAR 2018-2019, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND EIGHTEEN CENTS (\$271,841.18); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt the Consent Agenda; seconded by Commissioner Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2018-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. 18-016) TO RAZORBACK LLC FOR WATER TANK PAINTING SERVICES PERTAINING TO CITY REBRANDING EFFORTS IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-165.

Commissioner Salvino motioned to adopt Resolution #2018-165; seconded by Commissioner Grace. The motion carried unanimously.

8.2 RESOLUTION #2018-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FINANCIAL STATEMENT AUDIT ENGAGEMENT LETTER WITH _____, FOR PROFESSIONAL AUDITING SERVICES, UNDER REQUEST FOR PROPOSAL NO. 18-017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-166, and explained the process required under State law to be followed due to the fact an Audit Selection Committee was utilized for the RFP. He noted if the top ranked firm is not selected, a reason must be given.

Vice-Mayor Harris noted the company that was recommended is an out of town firm and he would rather have someone local that can be available at a moment's notice and that has the

institutional knowledge of our accounting systems. Also, there will be additional expenses involved with a company from out of town.

Commissioner Grace agreed and said she feels comfortable picking someone local. She has been very comfortable over the last five years with the firm that we have had.

Mayor James noted her reason for declining the first choice and most of the others is the transition going on with elected officials and with the numerous retirements of directors and changes in City management in the next few years. She wants to keep something constant here; a firm that would be driving here does not cut it for her.

Vice-Mayor Harris motioned to adopt Resolution #2018-166, as amended, to recommend HCT Certified Public Accountants and Consultants, LLC for a three-year term, with two one-year renewals; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

9. Public Hearings and Site Plans

9.1 RESOLUTION #2018-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from September 25, 2018, October 9, 2018 and October 23, 2018)*

City Attorney Ansbro read the title of Resolution #2018-145, and advised this item was a quasi-judicial hearing and swore-in those who would speak. He asked the Commission to disclose any communication they had on this matter.

Marc LaFerrier, Director of Community Development, gave a brief presentation, and noted they have a new contractor and site work has begun on the property.

Commissioner Grace asked when the project would be completed.

Community Development Director LaFerrier responded in January.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2018-145; seconded by Commissioner Salvino. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

10. Discussion and Possible Action

10.1 RESOLUTION NO. 2018-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND (“PROPERTY”) WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from October 23, 2018)*

City Attorney Ansbro read the title of Resolution #2018-158.

Vice-Mayor Harris suggested we delay action on this until the new Commission is seated. Additionally, the County Affordable Housing Trust Fund on the ballot passed; he has a meeting tomorrow with County Commissioner Ryan and Ralph Stone regarding allocation of funds and parameters for our program. This information is critical, so we should defer this to December 11, 2018 when we have a new mayor and vice-mayor.

Commissioner Grace addressed concerns expressed by a resident earlier in the meeting. She appreciates wanting to wait for the new Commission.

Vice-Mayor Harris questioned the loss of \$350,000.00 we budgeted for if Amendment 1 passed, which it did not.

Nicki Satterfield, Director of Finance, responded there is no excess this year, but next year we will not face an additional reduction.

Vice-Mayor Harris asked about establishing an Affordable Housing Trust Fund.

Finance Director Satterfield said that can be done by the City Commission establishing the guidelines for the Trust Fund funding source and expenditures.

Rickelle Williams, CRA Executive Director, noted creation of a trust fund would require an ordinance with two readings.

Vice-Mayor Harris said he would follow up with the Commission once he receives additional information from Commissioner Ryan and the Broward County Affordable Housing Trust; hopefully we will have the advantage of sizeable dollars from the County.

Mayor James asked if there was a date our trust fund would be set up.

Director Williams said the study would need to be completed to establish linkage fees, which will not be until the end of the year. The Ordinance could not be brought before the Commission before January 2019.

Mayor James noted she does not have a problem with the newly elected officials being involved in the decision making; she just wants to be sure we are doing what is in the CRA Plan. She addressed all of the development occurring in the CRA area and uplifting the slum and blighted areas, which will uplift the entire City.

Commissioner Grace spoke about the CRA housing assistance program and noted she definitely favors helping first time homebuyers in order to make all of the empty lots in the CRA into a nice community. At the same time, we have discussed upgrading the homes adjacent to the new homes.

Vice-Mayor Harris noted as chairman of the Broward League of Cities Affordable Housing Task Force, he will do everything he can to get all of the information back to the Commission. He will meet as soon as possible with the Broward County Affordable Housing Trust Fund and also bring back that information to the City.

Commissioner Grace motioned to continue Resolution #2018-158, until the December 11, 2018 City Commission meeting at 7:00 p.m.; seconded by Commissioner Brandimarte. The motion carried unanimously.

10.2 Charitable donation funding requests - Commissioner Grace

Commissioner Grace noted she likes the list Assistant City Manager Donnelly gave her and spoke about the various organizations. Her recommendations were to take \$1,300.00 of last year's donation amount to ADRC and give it to For the Love of our Nation Corp.

Mayor James said this Commission has not funded anything for our schools for mentoring, bullying, and social skills programs. She would like to assist the schools with the cuts we make to others. We have three schools here and two high schools in other cities, as well as Bethune, that Dania Beach children attend.

Commissioner Brandimarte questioned if we could add to the total amount appropriated instead of cutting back on some donations.

Commissioner Grace said we can keep it the way it is, and give \$2,000.00 to each school and \$2,000.00 to For the Love of our Nation. She listed the schools as follows: Collins Elementary,

Dania Elementary, Olsen Middle, South Broward High, Attucks Middle, Bethune Elementary, and Hollywood Hills High.

Assistant City Manager Donnelly noted the money that would have gone to BRHPC would be given to the successor agency, plus the additional money that went to St. Luke's Lodge.

Commissioner Grace asked what the additional amount is so far.

Assistant City Manager Donnelly responded \$2,000.00 per school equals \$10,000.00, plus the \$2,000.00 to For the Love our Nation, would be \$12,000.00, which would come from the Commission contingency account.

Commissioner Grace motioned to approve the charitable donations; seconded by Commissioner Brandimarte. The motion carried unanimously.

Commissioner Grace acknowledged the Gracefully Aging group in the audience.

10.3 FY2019 Approved positions for Parks and Recreation

Eric Brown, Director of Parks and Recreation, noted after surveying the City, he feels the three part-time park ranger positions approved by the Commission would be best utilized by putting a park custodian in each one of our community centers. He proposes three part-time park custodians and at mid-year, we will come back and add a 4th position after we have surveyed where the Parks and Recreation Department is headed. He noted we need to have an in-house program for maintenance, and he will bring the park ranger positions back at a later time.

Commissioner Brandimarte asked if we are allowed to rent out our parks to people to make money off of them. She is getting phone calls about an event held at IT Parker called Dania After Work.

Parks and Recreation Director Brown responded it is a legitimate building facility rental based on our policy. He will gather more information to discuss this later.

Vice Mayor Harris inquired how far out the Friday nights are reserved.

Parks and Recreation Director Brown stated he will get back with the information, and noted all of our building rentals are based on first come, first serve.

Commissioner Harris motioned to approve the three part-time custodial positions; seconded by Commissioner Grace. The motion carried unanimously.

10.4 Review and approve City Commission meeting dates for 2019 - City Clerk

Mayor James requested this item be considered at the December 11, 2018 meeting.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte expressed condolences at the passing of Teddy Bohanan, and noted the COP program members should be sure to attend the service.

11.2 Commissioner Grace

Commissioner Grace had no comments.

11.3 Commissioner Salvino

Commissioner Salvino thanked the residents for allowing him to serve the City for four years. He enjoyed working with the Commission and wishes the new mayor and vice-mayor well.

11.4 Vice-Mayor Harris

Vice-Mayor Harris noted it was a pleasure to serve with Commissioners Grace and Salvino, and he appreciates their years of dedicated service.

11.5 Mayor James

Mayor James spoke of the Muffins with Mom event at Collins Elementary, the TJ Max grand opening, the groundbreaking for the TRU Hotel, the reopening of US-1, the Tamara James Foundation Thanksgiving Drive at the PATCH, the hiring event for Hobby Lobby, and the Harvest Festival on November 17th at the PATCH.

Mayor James thanked Commissioners Salvino and Grace for their service and their support.

12. Appointments

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

Assistant City Manager Donnelly reported on the NW 1st Street bridge repairs and noted Dania Pointe will push back the start of their Old Griffin Road project to give us some cushion with our contractor.

13.2 City Attorney

City Attorney Ansbro commended Commissioner Salvino for his service, in particular the idea for the holiday lighting, and Commissioner Grace for her service.

13.3 City Clerk - Reminders

Monday, November 19, 2018 - 6:00 p.m.	Organization Meeting
Tuesday, December 11, 2018 - 5:30 p.m.	CRA Board Meeting
Tuesday, December 11, 2018 - 7:00 p.m.	City Commission Meeting

Mayor James noted she spoke with Renee Narloch, with the City Manager search firm, and she is available to meet with the Commission on Wednesday, December 12th after 12:00 p.m. or any time on Thursday, December 13th. The City Clerk will contact the Commission regarding their availability.

14. Adjournment

Mayor James adjourned the meeting at 8:32 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF ORGANIZATION MEETING
DANIA BEACH CITY COMMISSION
MONDAY, NOVEMBER 19, 2018 – 6:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 6:00 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Acceptance of Certification of General Election

- 3.1 Motion to accept the General Election results from the Broward County Canvassing Board

Results of the November 6, 2018 Municipal Election:

Mayor:	Lori Lewellen	2,955 votes
Vice-Mayor:	Lauren Odman	2,817 votes
	Marco A. Salvino, Sr.	2,730 votes
	Tony Suriani	1,228 votes
	Herbert Goldwire	981 votes
	Rich Aube	723 votes

Commissioner Grace motioned to accept the Certification of the General Election results from the Broward County Canvassing Board for the November 6, 2018 Municipal Election; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

Commissioner Salvino thanked everyone who voted for him, noted it was an honor to have served for four years, and wished the newly elected officials and the City well.

Commissioner Grace thanked the residents of Dania Beach for allowing her to serve the City. She also thanked key individuals in her campaigns over the years and the present Commission for working so well together. Lastly, she thanked City staff and the two newly elected officials.

Commissioner Brandimarte noted the former Commissioners will still be friends and thanked everyone for attending tonight's meeting. She congratulated the newly elected officials and looks forward to successful years ahead.

Vice-Mayor Harris congratulated the newly elected officials and thanked the citizens for their trust in the elected officials. There is a bright future in the City of Dania Beach.

Mayor James noted it has been an honor to be Mayor for the past two years and congratulated the two newly elected officials. She looks forward to working with the new Commission and spoke of how much Commissioner Grace has taught her. She hopes she has made the residents proud.

City Manager Baldwin acknowledged past Commissioners in the audience and thanked everyone who ran for the City Commission this year. He thanked Mayor James, Vice-Mayor Harris and Commissioner Brandimarte and looks forward to working together in the future. He noted he would miss Commissioner Salvino and thanked Commissioner Grace for her support, and presented pens to both of them. He welcomed the new Commission and noted he looks forward to working with each of them.

City Attorney Ansbro reiterated what he said at the last Commission meeting about Commissioners Grace and Salvino regarding their service and commitment to Dania Beach. He also thanked Mayor James, Vice-Mayor Harris and Commissioner Brandimarte.

4. Administration of Oath of Office for Newly Elected Officials

City Clerk Schneider administered the Oath of Office to the newly Elected Officials.

Mayor Lewellen thanked Commissioners Grace and Salvino for their service and friendship, and thanked everyone in attendance at tonight's meeting. She noted she and Vice-Mayor Odman have already been working, meeting with City staff and others in order to hit the ground running. She thanked her family, friends and supporters for their help during the campaign.

Vice-Mayor Odman noted she is honored to be serving on the Commission and spoke of the record number of women who ran for and were elected to office this year. She thanked the past Commissions for serving the community well and thanked her family for their love and support. She also thanked the residents who voted for her for believing in her vision and ability to be a leader.

Commissioners Grace and Salvino left the dais.

5. Seating of Elected Officials

Mayor Lewellen and Vice-Mayor Odman took their seats at the dais.

6. Meeting Schedule

Tuesday, December 11, 2018 - 5:30 p.m.

CRA Board Meeting

Tuesday, December 11, 2018 - 7:00 p.m.

City Commission Meeting

7. Adjournment

Mayor Lewellen adjourned the meeting at 6:33 p.m.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Request from Ricky Ali, Code Compliance Inspector, to attend the FACA (Florida Animal Control Association) Animal Control Officer Certification Course in Orlando, Florida, on January 27-February 2, 2019 (Estimated Cost \$866.71)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Ricky Ali Training and Travel Request, Travel Request-Ricky Ali- F2018lorida Animal Control Association



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: December 11, 2018

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director of Community Development

SUBJECT: 2019 Florida Animal Control Association Training & Travel Request for Ricky Ali

Travel authorization to attend the Florida Animal Control Association Training for FACA's 40 Hour Animal Control Officer Certification Course, January 28 – February 1, 2018 hosted at Valencia College School of Public Safety located at 8600 Valencia College Lane, Orlando, FL 32825.

The following is a summary of the cost of the events:

Registration FACA	\$485.00
Lodging (1 room x 6 nights)	\$352.71
Gas/Tolls for City Vehicle (estimate)	\$ 85.00
Per Diem (Ricky Ali)	\$429.00
<u>Registration (4 day event)</u>	<u>\$735.00</u>
Total Cost (Estimate)	\$866.71

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Ricky Ali
DEPARTMENT: Code Compliance
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: January 27 - February 2, 2019
PURPOSE: Attend Animal Control Officer Certification Course

CHECK ONE

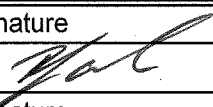
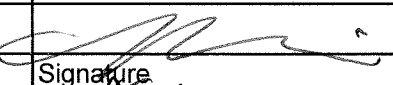
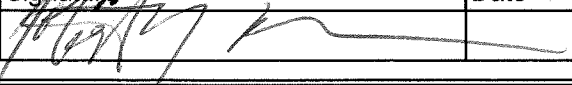
- ☒ Certification
☐ General Training
☐ License
☐ Other

Note any overnight or out of state travel events attended in the last 12 months:
 N/A

ACCOUNT NO: 001-15-03-529-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration	FACA	\$ 485.00
Lodging (6 nights @ \$57.14)	WoodSpring Suites Orlando East (\$9.87 weekly linen)	\$ 352.71
Gas/Tolls for City Vehicle	Estimate	\$ 85.00
Per Diem	Ricky Ali	\$ 429.00
TOTAL EXPENSES		\$ 866.71

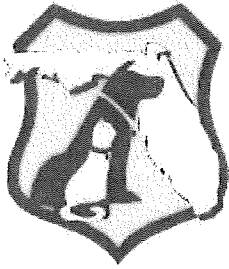
TOTAL ESTIMATED TRAVEL COST **\$ 866.71**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
Ricky Ali		11/19/2018
Department Director (print)	Signature	Date
Marc LaFerrier		11-20-18
Finance Director (print)	Signature	Date
Adam Segal		11-20-18
City Manager (print)	Signature	Date
Robert Baldwin		11/20/18

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens		11/20/18

Urow, Barbara

From: FACA <info@floridaanimalcontrol.org>
Sent: Tuesday, October 2, 2018 12:14 AM
To: Urow, Barbara
Subject: New Training Opportunity Now Posted - Orlando, FL



Florida Animal Control Association

New Training Opportunity Now Posted!

FACA's 40 Hour Animal Control Officer Certification Course

January 28th – February 1, 2019

**Valencia College
School of Public Safety
8600 Valencia College Lane
Orlando, FL 32825**

Registration Fee: \$485.00 for students from FACA Member Agencies
\$585.00 for all other students

For full details: [Animal Control Flyer](#)

ANIMAL CONTROL OFFICER CERTIFICATION

Program Overview

This 40-hour certification course is designed to provide basic instruction in areas of concern to personnel whose duties include capture, control, keeping, and disposing of domestic and wild animals. The course consists of instruction in legal procedures as well as the use of restraint and capture equipment, report writing procedures, human, public and violator relations, and euthanasia considerations.

Course Topics:

- Introduction to animal control
- Civil citations
- State laws
- Investigation
- Report writing and records
- Canine identification and behavior
- Dog and cat capture and restraint
- Constitution of the U.S.
- Search and seizure
- Courtroom presentations and procedures
- First aid
- Cruelty investigations
- Rabies
- Zoonosis and occupational illnesses/injuries
- Restraint and handling of wild and exotic animals
- Human relations and interpersonal communication
- Developing a positive public image
- Administrative exam

*Florida Animal Control Association Approved Curriculum



Dates:

January 28 – February 1, 2019

Time:

(Mon.-Fri.) 8:30 am- 5:00 pm

Fees:

\$485 for FACA Members

\$585 for Non-FACA members

*price increase due to significant materials price increase

Course: CNS 1077 SCH 16849

Location:

Valencia's School of Public Safety
8600 Valencia College Lane
Orlando, FL. 32825

REGISTER NOW

For more information, please contact Jasmine Holmes @ 407-582-8236
To register call 407-582-6688 or visit
<http://valenciacollege.edu/continuingeducation>

WoodSpring Suites Orlando East

216 South Goldenrod Road

Orlando, FL 32807

Phone: 407-380-2865

Fax: 407-380-2866

Email: mco32807@woodspring.com

Website: www.woodspring.com



**WOODSPRING
SUITES**

AN EXTENDED STAY HOTEL

Confirmation # 62979

Date/Time Booked 11/16/2018 11:22:06 AM

CRS Conf # VP Z0ZZDSZLE

Guest Name	ali, ricky	Arrival Date	1/27/2019
Address	100 west daniabeach blvd	Departure Date	2/2/2019
City/State/Postal	Dania, FL 33004	Adults/Children O/U	1 /0 /0
Phone	9549246810		
Email	burow@daniabeachfl.gov		
Room Type	Standard Queen Bed Suite		
Late Arrival Gtd By	Credit Card		
Room Rate	Date	Rate	
	1/27/2019	\$57.14	
	Weekly Rate	\$389.99	
Total Stay W/Tax	\$396.25		
Deposit Amount Required	\$0.00		
Deposit Amount Paid	\$0.00		
Deposit Amount Due			
Deposit Due Date			
Group Name			
Special Requests & Packages	Start Date	End Date	Request Amount
	1/27/2019	2/2/2019	Linen Weekly \$9.87
			\$9.87 (Included in Total Stay W/Tax Amount)

Information



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8015921280C-9	07/31/2017	07/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA FL 33004-3643

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Find Gas

Pay with GasBuddy

Gas Info

Total Trip Cost		Your Savings	
\$42.22		\$6.60	
Distance	Fuel Used		
438 mi	13.62 gal		

Dania Beach, FL, USA

Departure

No Fills Required

Orlando, FL, USA

Fill 1	Speedway 9520 S Orange Blossom Trl Orlando, FL	2.84 \$/gal	7.18 gal	\$20.39
Fill 2	Shell 4701 W Sunrise Blvd Plantation, FL	3.39 \$/gal	6.10 gal	\$20.68
Fill 3	Area Average	3.38 \$/gal	0.34 gal	\$1.15

Dania Beach, FL, USA

Return

Total Trip Cost: \$42.22

\$45 estimate

SUN PASS®

PREPAID TOLL PROGRAM

Toll Calculator

Payment Type

☐ SunPass
 ☐ Cash
 ☒ TOLL-BY-PLATE

Axle Count

☒ 2
 ☐ 3
 ☐ 4
 ☐ 5
 ☐ 6
 ☐ 7
 ☐ 8

Route Detail

Start Point: Griffin Rd. - \$0.54
 Cypress Creek Toll Plaza - \$1.50
 Lantana Plaza - \$0.00
 Three Lakes Plaza - \$10.50
 End Point: Orlando (I-4) - \$0.00

Trip Cost: \$18.54

You could save \$4.84 by using SunPass.
 *TOLL-BY-PLATE tolls are billed monthly, plus a \$2.50 administrative charge.

[Payment Options](#)
[Toll Violation Info](#)
[Construction Info](#)
[Toll Calculator Instructions](#)

Download the Toll Calculator Mobile App!

[Download on the Google play](#)
[Download on the App Store](#)

Supported Browsers
 IE10 or newer, Firefox and Chrome
 IE11 may require adjustments to the compatibility settings

Map Date: ©2018 Google, INEGI 20 km Terms of Use

Map Legend

- Interchange
- Mainline Toll Point
- Service Plaza

Toll rates effective as of October 29, 2017

Please note that the toll values shown in this application are the same as the toll rates displayed at each respective toll collection location on the Turnpike system, which are shown via roadway signs and toll tickets. In the unlikely event that there is a discrepancy between the toll rates shown in this application and those displayed at the toll collection locations, those shown at the toll collection locations are the official toll rates on the Turnpike system facilities.

Round-trip Total $\$18.54 \times 2 = \37.08

\$40 estimate

City of Dania Beach **Travel Per Diem Calculator**

Traveler Name: Ricky Ali

Description of Trip: Attend Animal Control Officer Certification Course

Daily FY 18 Per Diem Rate: \$ 66.00

Destination: Orlando, Florida

First Date of Travel 27-Jan-19

Last Date of Travel 2-Feb-19

							Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							27-Jan-19
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							\$ 49.50

							Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	28-Jan-19	29-Jan-19	30-Jan-19	31-Jan-19	2/1/2019	2/2/2019	
Breakfast 15%	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90		
Lunch 35%	\$ 23.10	\$ 23.10	\$ 23.10	\$ 23.10	\$ 23.10		
Dinner 50%	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00		
Total Daily total =	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 49.50	

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 49.50

Total Per Diem Due to Traveler \$ 429.00

Meal Exclusions		
Date	Meal Provided	Amount
N/A		
Total Exclusions		\$ -

FY 2019 Per Diem Rates for Orlando, Florida

Print Results New Search



Lodging by month (excluding taxes) | October 2018 - September 2019

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACo) website (a non-federal website).

Meals & Incidentals (M&IE) Rates

View Rates

Search:

Primary Destination ⓘ	County ⓘ	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Orlando	Orange	\$122	\$122	\$122	\$152	\$152	\$152	\$122	\$122	\$122	\$122	\$122	\$122

Showing 1 to 1 of 1 entries



Meals & Incidentals (M&IE) Breakdown ⓘ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. $M\&IE\ Total = Breakfast + Lunch + Dinner + Incidentals$. Sometimes meal amounts must be deducted from trip voucher. See [More Information](#)

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Search:

Primary Destination ⓘ	County ⓘ	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⓘ
Orlando	Orange	\$66	\$16	\$17	\$28	\$5	\$49.50

Showing 1 to 1 of 1 entries

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES, TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FIR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

2018 Memo- Approval to Procure Professional Engineering Services from PUMPS, R-2018- Water Meter Fittings and Water Line Accessories to Exceed 25k, Exhibit A- NIGP FL Water Meter Fittinggs and Water Line Accessories, 90 Day Extension - 11-01-18 to 01-31-19



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: December 11, 2018

RE: Approval of Resolution to Procure Professional Engineering Services from
Public Utility Management and Planning Services, Inc., (P.U.M.P.S.)
Frederick Bloetscher, Ph.D., P.E. to Exceed the City's \$25,000.00 Threshold

Public Services Department has been engaging the professional services of Public Utility Management and Planning Services, Inc. (PUMPS) for the water plant upgrade, Oasis, and stormwater and other similar projects. Frederick Bloetscher, Ph.D., P.E. has local knowledge of the City's infrastructure having been a consultant for the City of Dania Beach for over 10 years and is invaluable to the process.

Public Utility Management and Planning Services, Inc. was chosen as one of fifteen firms awarded as an approved engineering consultant by the City Commission on October 25, 2016 under RFQ 16-004 under Resolution No. 2016-142.

Funding for all department purchases shall be subject to and made within the respective Department's approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Recommendation:

Public Services recommend approval of the Resolution to exceed the City's \$25,000.00 threshold to PUMPS from available appropriations for Fiscal Year 2018-2019.

RESOLUTION NO. 2018-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES, TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained in the last eighteen (18) months by other government agencies such as the federal government, State of Florida or a Florida municipality or county; and;

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the Public Services Director has determined that it is necessary to purchase various water meter component parts and water supply components for City use; and

WHEREAS, the Public Services Director has determined that not every water supply vendor provides all necessary supplies which may be required by the City, and therefore, purchases from multiple vendor agencies need to be made for City purchases; and

WHEREAS, the Public Services Director has determined that these supplies can be obtained at the least cost to the City without competitive bidding and without advertisement for

bids from the following vendors under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contracts, a copy of which is attached as Exhibit A:

- Ferguson Enterprises, Inc.
- Fortiline Waterworks, Inc.
- Core & Main LP
- Lehman Pipe & Plumbing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are approved, made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves the purchase of water meter component parts and water supply components from various suppliers approved under the existing Co-Op Agreement with the Southeast Florida Government Purchasing Cooperative Group in an amount that may exceed the annual vendor \$25,000.00 purchase threshold from a single vendor.

Section 3. That the proper City officials are authorized to process the necessary procurement documents with the company, provided, however, that no contract will become effective unless and until City officials complete their execution of it.

Section 4. That all Departments’ purchases for water meter component parts and water supply components shall be subject to and made within the Water Department approved level of its respective annual budget appropriation.

Section 5. That funding for these purchases are planned and appropriated in the FY 2018-2019 approved budget in the Water Fund Distribution Division Account Number #401-33-02-533-46-70 and the Sewer Fund Sewer Utility Collection Division Account #402-35-02-535-46-70 for a combined total of One Hundred Forty Thousand Dollars (\$140,000.00). Additional budgeted funding may also be utilized through various other accounts for citywide capital projects or repairs.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: #2011-12/22

DESCRIPTION/TITLE: Water Meter Fittings and Water Line Accessories

CONTRACT TERM: Starts: November 1, 2017 Ends: October 31, 2018 (Renewal 3 of 3)

OPTIONS OF CONTRACT: 0
(Number of renewals)

=====

SECTION #1 - VENDOR AWARD

Vendor Name: Ferguson Enterprises, Inc.
Vendor Address: 1950 NW 18th St., Pompano Beach, FL 33069
Contact: Drew Petonick, Outside Sales
Phone: 954-973-8100 **Fax:** 954-917-3134
Email Address: drew.petonick@ferguson.com

Vendor Name: Fortiline Waterworks, Inc.
Vendor Address: 6759 White Drive, Riviera Beach, FL 33407
Contact: Greg Panasuk, Municipal Sales
Phone: 772-408-1960 **Fax:** 772-408-1963
Email Address: greg.panasuk@fortiline.com

Vendor Name: Core & Main LP
Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309
Contact: Susan Read, Municipal Sales Coordinator
Phone: 954-772-7343 **Fax:** 954-772-0443
Email Address: susan.reed@coreandmain.com

Vendor Name: Lehman Pipe & Plumbing
Vendor Address: 230 NW 29th Street, Miami, FL 33127
Contact: Josh Aberman, Executive VP
Phone: 305-576-3054 **Fax:** 305-576-3066
Email Address: josh@lehmanpipe.com

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date:	October 16, 2012	Resolution/Agenda Item No.:	2012/197
1st Renewal Award	November 3, 2015	Resolution/Agenda Item No.:	2015/216
2nd Renewal Award	November 1, 2016	Resolution/Agenda Item No.:	2016/211
3rd Renewal	NO Commission Approval Required		

Insurance Required: **Yes**

Performance Bond Required: **No**

SECTION #3 - LEAD AGENCY

Agency Name:	City of Deerfield Beach		
Agency Address:	401 SW 4th Street, Deerfield Beach, FL 33441		
Agency Contact:	Christine Miller, Senior Buyer		
Telephone:	954-480-4415	Facsimile:	954-480-4388
Email:	cdmiller@deerfield-beach.com		



June 20, 2018

SENT VIA E-MAIL

Susan Helms
Core & Main LP f/k/a HD Supply Waterworks, LTD.
6933 Old Nasa Boulevard
Melbourne, FL 32901

Re: Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Dear Ms. Helms:

The contract is due to expire on October 31, 2018. Pursuant to the Contract Extension, Section 1.3.2 of the ITB, the City of Deerfield Beach is exercising its right to extend the current contract for ninety (90) days past the contract expiration date. The new contract expiration date will be January 31, 2019.

Kindly return this letter within five (5) business days to my attention: City of Deerfield Beach, Purchasing and Contract Administration, 401 SW 4th Street, Deerfield Beach, FL 33441.

If you have any questions concerning this letter, please contact me at (954) 480-4415.

Sincerely,

Christine Miller
Senior Buyer

I hereby acknowledge the City's right to exercise a ninety (90) day extension of the contract per Section 1.3.2 of said contract.

Susan Reed

Print

Susan Reed

Sign

June 26, 2018

Date



June 20, 2018

SENT VIA E-MAIL

Josh Aberman
Lehman Pipe and Plumbing Supply, Inc.
230 NW 29th Street
Miami, FL 33127

RE: Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Dear Mr. Aberman,

The contract is due to expire on October 31, 2018. Pursuant to the Contract Extension, Section 1.3.2 of the ITB, the City of Deerfield Beach is exercising its right to extend the current contract for ninety (90) days past the contract expiration date. The new contract expiration date will be January 31, 2019.

Kindly return this letter within five (5) business days to my attention: City of Deerfield Beach, Purchasing and Contract Administration, 401 SW 4th Street, Deerfield Beach, FL 33441.

If you have any questions concerning this letter, please contact me at (954) 480-4415.

Sincerely,

Christine Miller
Senior Buyer

I hereby acknowledge the City's right to exercise a ninety (90) day extension of the contract per Section 1.3.2 of said contract.

Joshua Aberman
Print

[Signature]
Sign

6/27/18
Date



June 20, 2018

SENT VIA E-MAIL

Greg Panasuk
Fortiline Waterworks, Inc.
6759 White Drive
Riviera Beach, FL 33407

RE: Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Dear Mr. Panasuk,

The contract is due to expire on October 31, 2018. Pursuant to the Contract Extension, Section 1.3.2 of the ITB, the City of Deerfield Beach is exercising its right to extend the current contract for ninety (90) days past the contract expiration date. The new contract expiration date will be January 31, 2019.

Kindly return this letter within five (5) business days to my attention: City of Deerfield Beach, Purchasing and Contract Administration, 401 SW 4th Street, Deerfield Beach, FL 33441.

If you have any questions concerning this letter, please contact me at (954) 480-4415.

Sincerely,

Christine Miller
Senior Buyer

I hereby acknowledge the City's right to exercise a ninety (90) day extension of the contract per Section 1.3.2 of said contract.

Print

Sign

Date



June 20, 2018

SENT VIA E-MAIL

Drew Petonick
Ferguson Enterprises, Inc.
1950 NW 18th Street
Pompano Beach, FL 33069

RE: Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Dear Mr. Petonick,

The contract is due to expire on October 31, 2018. Pursuant to the Contract Extension, Section 1.3.2 of the ITB, the City of Deerfield Beach is exercising its right to extend the current contract for ninety (90) days past the contract expiration date. The new contract expiration date will be January 31, 2019.

Kindly return this letter within five (5) business days to my attention: City of Deerfield Beach, Purchasing and Contract Administration, 401 SW 4th Street, Deerfield Beach, FL 33441.

If you have any questions concerning this letter, please contact me at (954) 480-4415.

Sincerely,

Christine Miller
Senior Buyer

I hereby acknowledge the City's right to exercise a ninety (90) day extension of the contract per Section 1.3.2 of said contract.

Print

Sign

Date

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND APPROVING THE LOCAL AGENCY AGREEMENT (LAP) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE PURPOSE OF FDOT'S PARTICIPATION IN THE PROJECT NAMED "DANIA BEACH CITYWIDE IMPROVEMENTS - VARIOUS LOCATIONS"; PROVIDING FOR FUNDING IN THE AMOUNT OF THREE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS (\$344,379.00), WHICH IS THE MAXIMUM FEDERAL FUNDS AVAILABLE FOR REIMBURSEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR CONFLICTS; PROVIDING FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

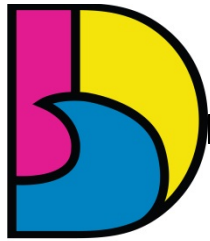
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

2019 Memo- LAP Agreement-rsn (Fin Review 11-27-2018), R-2018- FDOT LAP Agreement for Citywide Improvements Project, 438282-1 LAP Agreement



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director
Ronnie S. Navarro, PE, CFM, City Engineer

DATE: December 11, 2018

SUBJECT: Approval of the FDOT LAP Agreement

In 2014, the City of Dania Community Redevelopment Agency (DBCRA) applied for a grant from the Transportation Alternatives Program (TAP) program. Transportation Alternatives Program (TAP) is authorized under Section 1122 of MAP-21 (23U.S.C. 213(b), 101(a)(29)) which provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. The program will be administered by the Metropolitan Planning Organization (MPO).

The grant was intended for sidewalk/bike/pedestrian improvements in the Sun Garden Isles neighborhood west of the FEC tracks from Old Griffin down to Stirling Road. The maximum funding amount is approximately \$1,000,000 while the minimum amount of the grant is \$250,000.

The Local Agency Program or "LAP" provides sub-recipient towns, cities and counties develop, design, and construct transportation facilities with federal funds. The Florida Department of Transportation (FDOT) is the steward of the federal funds and is responsible for oversight of funded projects on behalf of the Federal Highway Administration (FHWA). LAP agencies prioritize and fund local projects (through their respective MPO or governing board) and are then eligible for reimbursement for the services provided to the traveling public through compliance with applicable Federal statutes, rules and regulations.

On January 25, 2016 a letter of award was received by the City from the Florida Department of Transportation for project implementation in 2019. Between the award up to now, the City went through the LAP Certification process to be qualified to administer federal-aid projects. The approved federal funds for this project is \$344,379.00 based on the final scope of work.

The City is responsible for the cost of design and CEI (construction engineering inspection) services and will be responsible for all non-reimbursable cost and any reimbursable cost beyond the programmed amount of \$344,379.00

The local cost components necessary to fund this project are broken down as follows:

\$ 68,876.00	-	Local Funds - Construction
\$103,313.00	-	CEI (Based on Construction cost of \$413,255 x 25%)
\$ 41,325.00	-	10% Contingency on Project
\$213,514.00	-	To be funded from Reserves. This would be transferred from General Fund to the Grand Fund

Recommendation:

Public Services' recommends approval of the LAP Agreement with the Florida Department of Transportation and appropriation of the financial commitments in an estimated mount of \$213,514.00

RESOLUTION NO. 2018-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND APPROVING THE LOCAL AGENCY AGREEMENT (LAP) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE PURPOSE OF FDOT'S PARTICIPATION IN THE PROJECT NAMED "DANIA BEACH CITYWIDE IMPROVEMENTS - VARIOUS LOCATIONS"; PROVIDING FOR FUNDING IN THE AMOUNT OF THREE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS (\$344,379.00), WHICH IS THE MAXIMUM FEDERAL FUNDS AVAILABLE FOR REIMBURSEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, in 2014, the City of Dania Community Redevelopment Agency (DBCRA) applied for a grant from the Transportation Alternatives Program (TAP) program; and

WHEREAS, Transportation Alternatives Program (TAP) is authorized under Section 1122 of MAP-21 (23 U.S.C. 213(b), 101(a)(29)) which provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways; and

WHEREAS, the Local Agency Program or "LAP" provides sub-recipient towns, cities and counties with assistance to develop, design, and construct transportation facilities with federal

funds; FDOT is the steward of the federal funds and is responsible for oversight of funded projects on behalf of the Federal Highway Administration (FHWA); and

WHEREAS, on January 25, 2016 a letter of award in the initial amount of Four Hundred Eighty Thousand Six Hundred Seventy Six Dollars (\$480,676.00) was received by the City from FDOT for project implementation in 2019 and subsequently accepted by the Commission on December 13, 2016 via Resolution 2016-064; and

WHEREAS, subsequently to the initial award, the scope of the project was reduced, resulting in a revised estimated construction cost of Four Hundred Thirteen Thousand Two Hundred Fifty Five Dollars (\$413,255.00), which reduced the grant amount to Three Hundred Forty Four Thousand Three Hundred Seventy Nine Dollars (\$344,379.00); and

WHEREAS, the City is responsible for the cost of design which was previously funded and CEI (construction engineering inspection) services which is estimated to cost One Hundred Three Thousand Three Hundred Thirteen Dollars (\$103,313.00); and

WHEREAS, the City will be responsible for all non-reimbursable costs and any reimbursable costs beyond the program award of Three Hundred Forty Four Thousand Three Hundred Seventy Nine Dollars (\$344,379.00), which results in an estimated construction cost share of Sixty Eight Thousand Eight Hundred Seventy Six Dollars (\$68,876.00); and

WHEREAS, the Public Services Department is seeking and requesting a project contingency in the amount of Forty One Thousand Three Hundred Twenty Five Dollars (\$41,325.00); and

WHEREAS, to fund this project the amount of Two Hundred Thirteen Thousand Five Hundred Fourteen Dollars (\$213,514.00) is requested to be transferred from General Fund to the Grant Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the City to execute the Local Agency Program (LAP) Agreement.

Section 3. That matching funds for this project will be appropriated from General Fund Reserves to the Grant Fund in the amount of Two Hundred Thirteen Thousand Five Hundred Fourteen Dollars (\$213,514.00).

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-- 07/17
Page 1 of 15

FPN: <u>438282-1-58-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D418 112 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>LFP/TALU</u>	Fund: _____	Fund: _____
Org Code: <u>55043010404</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____

County No: 86 Contract No: _____

Local Agency Vendor No: F596000302-005 Local Agency DUNS No: 098525728

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on _____, between the State of Florida, Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Dania Beach ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated _____, a copy
(This date to be entered by DOT only)
of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Dania Beach City Wide - Various Locations, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before December 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

- A.** The total cost of the Project is \$ 413,255.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B.** The Department agrees to participate in the Project cost up to the maximum amount of \$344,379.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C.** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i.** Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii.** Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 2 of 15

- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 3 of 15

Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 4 of 15

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 5 of 15

- vii.** Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H.** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 6 of 15

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 7 of 15

period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 8 of 15

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 10 of 15

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 11 of 15

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Agency’s contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and 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 the contractor and persons employed or utilized by the contractor in the performance of this Contract.”

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.”

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 12 of 15

- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 13 of 15

- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
 - vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
 - viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 14 of 15

- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF DANIA BEACH

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Stacy L. Miller
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438282-1-58-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

The City of Dania Beach

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

0.790 miles: Roadway ID 86900109, BMP 0.040, EMP 0.220; Roadway ID 86900109, BMP 0.340, EMP 0.520; Roadway ID 86900111, BMP 0.000, EMP 0.240; and Roadway ID 86900112, BMP 0.000, EMP 0.190.

PROJECT DESCRIPTION: Construction of crosswalks, traffic circles and sidewalks on four(4) corridors: SW 1st Street from SW 8th Avenue to SW 5th Avenue, Dania Beach Boulevard from NW 10th Court to SW 4th Avenue, NW 2nd Street from NW 9th Avenue to NW 5th Avenue, and NW 2nd Street from NW 14th Court to NW 11th Avenue.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 02/13/2019.
- f) Construction to be completed by 12/31/2020.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The City of Dania Beach to submit Bid Document, LAP Checklist for Construction Contracts, Environmental Type 1 CE Checklist and Back-Up Memo, Signed and Sealed Production Plans, Specifications and Cost Estimate for approval and/or execution by the Department prior to Department's execution of LAP Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
PROGRAM MANGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004	FPN: 438282-1-58-01
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: 2018-2019 <u>\$ 68,876.00</u> FY: 2018-2019 <u>\$ 344,379.00</u> FY: _____ FY: _____	<u>\$ 68,876.00</u> <u>\$ 344,379.00</u> _____ _____	<u>\$ 68,876.00</u> _____ _____ _____	_____ _____ _____ _____	_____ <u>\$ 344,379.00</u> _____ _____
Total Construction Cost	\$ 413,255.00	\$ 68,876.00		\$ 344,379.00
Construction Engineering and Inspection (CEI) - 68 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost				
Operations – 88 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$ 413,255.00	\$ 68,876.00		\$ 344,379.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21***, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
OGC-- 08/15
Page 2 of 2

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40F
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
1/15
Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$344,379.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrc.gov/>

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER TREATMENT PLANT CHEMICALS (INCLUDING BUT NOT LIMITED TO FLUORIDE, ANTISCALANT, ZINC ORTHOPHOSPHATE, SODIUM HYPOCHLORITE, POLYPHOSPHATE, SODIUM HYDROXIDE, SULFURIC ACID, CALCIUM OXIDE-QUICKLIME) TO BE PURCHASED FROM VARIOUS CHEMICAL SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT, FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

PS Agenda Memo-Water Treatment Plant Chemical Svcs Authorization to Exceed \$25,000.00 Threshold, R-2018- Water Treatment Plant Chemicals, Exhibit A- Water Treatment Plant Chemical Vendors



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: December 11, 2018

RE: Purchase of Water Treatment Plant Chemicals from Southeast Florida Government Cooperative Group Contract Pricing and Authorization to Exceed \$25,000.00 Threshold

Public Services is requesting approval of a resolution to purchase certain chemicals for the City's Water Treatment Plant use.

The Public Services Director has determined not every chemical supply vendor provides all necessary chemicals which may be required by the City thereby requiring multiple vendor agencies to be made available for use.

The Public Services Director has determined that services can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from the following vendors under its existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contracts; copies of which are attached as Exhibit "A" of the City resolution:

- Hawkins Company, Inc.
- Shrieve Chemical
- LHoist North America of Alabama, LLC
- Allied Universal Corporation

That funding for the water plant chemicals are planned and appropriated in the FY 2018-2019 approved budget in the Water Fund Water Plant Division Account Number 401-33-03-533-52-40 in the amount of \$232,500.00. Therefore, Public Services is requesting to exceed the City's threshold of \$25,000.00.

Recommendation

Staff recommends that the City Commission approves the resolution for the purchase of chemical, under the terms and conditions under the existing Co-op Agreement with the Southeast Florida Government Purchasing Co-operative Group Contract and to authorize vendors to exceed the City's \$25,000.00 threshold.

RESOLUTION NO. 2018-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER TREATMENT PLANT CHEMICALS (INCLUDING BUT NOT LIMITED TO FLUORIDE, ANTI-SCALANT, ZINC ORTHOPHOSPHATE, SODIUM HYPOCHLORITE, POLYPHOSPHATE, SODIUM HYDROXIDE, SULFURIC ACID, CALCIUM OXIDE-QUICKLIME) TO BE PURCHASED FROM VARIOUS CHEMICAL SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT, FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained in the last eighteen (18) months by other government agencies such as the federal government, State of Florida, or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Department Director has determined that it is necessary to purchase certain chemicals for City use; and

WHEREAS, the Public Services Department Director has determined that not every chemical supply vendor provides all necessary chemicals which may be required by the City, thereby requiring multiple vendor agencies to be selected for various purchases; and

WHEREAS, the Public Services Department Director has determined that the items can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from the following vendors under an existing Co-op Agreement with the Southeast

Florida Government Purchasing Cooperative Group Contract, a copy of which is attached and incorporated by this reference as Exhibit “A”:

- Hawkins Company, Inc.
- Shrieve Chemical
- LHoist North America of Alabama, LLC; and
- Allied Universal Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “WHEREAS” clauses are approved, and are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City approves the purchase of water plant chemicals from the various chemical supply vendors approved under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group, a copy of which is attached as Exhibit A, in an amount that may exceed the annual vendor Twenty Five Thousand Dollars (\$25,000.00) purchase threshold from a single vendor.

Section 3. That funding for the water plant chemicals are planned and appropriated in the FY 2018-2019 approved budget in the Water Fund Water Plant Division Account Number 401-33-03-533-52-40 in the amount of Two Hundred Thirty Two Thousand Five Hundred Dollars (\$232,500.00).

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. Bid 2018-013

Description/Title: Furnish and Deliver Sodium Hydroxide 50% by Weight

Initial Contract Term: Start Date: 04/17/2018 End Date: 04/16/2020

Renewal Terms of the Contract: 3 Renewal Options for 1 year each
(No. of Renewals) (Period of Time)

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Allied Universal Corporation

Vendor Address: 3901 NW 15th Avenue, Miami, FL 33178

Contact: Cristhianne Munguia

Phone: (305) 888-2623 Fax: (768) 522-0215

Cell/Pager: Email Address:

Website: FEIN:

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 04/04/2018 Resolution/Agenda Item No.: 18-034

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: City of Margate

Agency Address: 5790 Margate Blvd., Margate, FL 33063

Agency Contact: Wylene Sprouse Email wsprouse@margatefl.com

Telephone: (954) 935-5340 Fax: (954) 935-5258



City Commission

Mayor Arlene R. Schwartz
Vice Mayor Anthony N. Caggiano
Lesa Peerman
Tommy Ruzzano
Joanne Simone

City Manager

Samuel A. May

Interim City Attorney

Goren, Cherof,
Doody & Ezrol, P.A.

City Clerk

Joseph J. Kavanagh

April 5, 2018

Allied Universal Corporation
ATTN: Cristhianne Munguia
3901 NW 115 Avenue
Miami, FL 33178

Re: Bid #2018-013

Dear Ms. Munguia:

This is to confirm that the City of Margate, as lead agency for the Southeast Florida Governmental Purchasing Co-operative Group, has accepted your written proposal on the above referenced solicitation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT. The term of this contract is from April 17, 2018 thru April 16, 2020 with an option to renew for three (3) one (1) year terms providing both parties agree that all terms, conditions and specifications remain the same and providing for availability of funding.

Please note it shall be the responsibility of Allied Universal Corporation to provide the City with your Certificate of Insurance, complying with the specification limits, throughout the term of this agreement.

Thank you for your interest in doing business with the City of Margate.

Sincerely,

Wylene Sprouse
Purchasing Supervisor

cc: Bid #2018-013

Finance Department

5790 Margate Boulevard, Margate, FL 33063 • Phone: (954) 972-6454 • Fax: (954) 935-5258
www.margatefl.com • purchase@margatefl.com

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 18-034

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AWARD OF BID #2018-013 - FURNISH AND DELIVER SODIUM HYDROXIDE TO ALLIED UNIVERSAL CORPORATION; PROVIDING FOR THE CITY OF MARGATE TO ACT AS LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR CONTRACT START DATE OF APRIL 17, 2018; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IS RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, approves award of bid #2018-013 - Furnish and Deliver Sodium Hydroxide to Allied Universal Corporation, at a cost of \$2.76 per gallon for truckload delivery (over 3500 gallons) and \$3.34 per gallon for less than a truckload delivery and that the City of Margate will act as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group.

SECTION 2: That the Mayor and City Manager are authorized and directed to execute a contract for the above, or the administration is authorized to issue a purchase order to implement same.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 4th day of APRIL, 2018.

ATTEST:


JOSEPH J. KAVANAGH
CITY CLERK


MAYOR ARLENE R. SCHWARTZ

RECORD OF VOTE

Peerman	<u>ABSENT</u>
Simone	<u>YES</u>
Ruzzano	<u>YES</u>
Caggiano	<u>YES</u>
Schwartz	<u>YES</u>

Project: Furnish and Deliver Sodium Hydroxide 50%

Date: March 22, 2018

[illegible]

City of Margate

Sign-In Sheet

Date: March 22, 2018

[illegible]

Donald
Wagner

BID PROPOSAL FORM BID NO. 2018-013

**BID TO: CITY COMMISSION
CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

**FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT
BID NO. 2018-013**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.
3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.
4. It is the Contractor's responsibility to contact the City @ (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number	_____	Date	_____
	_____		_____
	_____		_____

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as bidder deems necessary.
6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham 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 bidder or over Owner.

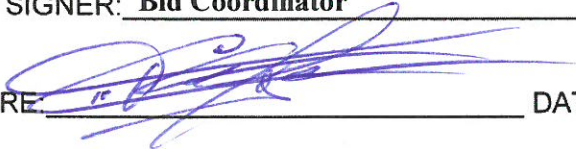
To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: Allied Universal Corporation

ADDRESS: 3901 NW 115 Avenue., Miami, FL 33178

NAME OF SIGNER: Cristhianne Munguia
(Print or Type)

TITLE OF SIGNER: Bid Coordinator

SIGNATURE:  DATE: March 16, 2018

TELEPHONE NO.: 305-888-2623 FACSIMILE NO.: 786-522-0215

SCHEDULE OF BID PRICES – BID NO. 2018-013

TO: CITY COMMISSION
CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein,
the undersigned proposes the following:

DESCRIPTION	TOTAL COST
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – TRUCKLOAD (OVER 3500 GAL)	\$ <u>2.76</u> /GAL
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – LESS THAN TRUCKLOAD Per Bid Specifications	\$ <u>3.34</u> /GAL
Minimum ordering amount <u>500</u> gals (not less than 400 gal)	

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR
EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY
SIGNATURE.

MATERIAL SAFETY DATA SHEETS ENCLOSED? YES X NO

SPECIFICATION SHEETS/BROCHURES? YES X NO

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE
CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT
CARD? PLEASE CIRCLE ONE YES NO

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the CITY.

- (1) CONTRACTOR'S name and address:
Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178
- (2) CONTRACTOR'S telephone number: 305-888-2623
- (3) CONTRACTOR'S license: Primary classification: N/A for this Bid
State License Number: _____
Supplemental classifications held, if any: _____
Name of Licensee, if different from (1) above: _____

- (4) Name of person who inspected site of proposed WORK for your firm:
Name: N/A for this Bid Date of Inspection: _____
- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract (if required): Mel Weisel
8000 Governors Square Blvd., Suite 301 305-503-9153
Miami Lakes, FL 33016
- (6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.
See attached.

- (7) ATTACH TO THIS BID a financial statement (**If Required**), references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition. (**Not Required**)

- (8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

We do not use Subcontractors.

REFERENCE SHEET BID NO. 2018-013

In order to receive Bid Award Consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): Allied Universal Corporation

ADDRESS: 3901 NW 115 Avenue., Maimi, FL 33178

CONTACT PERSON: Cristhianne Munguia TITLE: Bid Coordinator

TELEPHONE: 305-888-2623 FACSIMILE: 786-522-0215

NUMBER OF YEARS IN BUSINESS: 64

ADDRESS OF NEAREST FACILITY: 8350 NW 93rd St., Miami, FL 33166

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. Company Name: Miami Dade Water & Sewer

Address: Hialeah, FL 33011 Phone: 786-229-0701

Contact Person: Ed Turner Title: Plant Superintendent

2. Company Name: Palm Beach County

Address: Boca Raton, FL 33433 Phone: 561-616-6814

Contact Person: Sandy Cservenyak Title: Purchasing Agent

3. Company Name: City of Ft. Myers

Address: Ft. Myers, FL 33916 Phone: 239-321-7238

Contact Person: Debra Kearns Title: Purchasing Agent

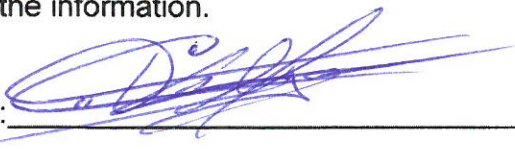
**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT
BID NO. 2018-013**

Bidder certifies that all material, equipment, etc. contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. the primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE:  DATE: March 16, 2018

**CITY OF MARGATE
STATEMENT OF NO BID**

**IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM
TO ADDRESS WHERE BID IS TO BE SUBMITTED:**

I/We have declined to bid on your proposal No: 2018-013

Bid Description: FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

For the following reason:

- ☐ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
- ☐ 2. Insufficient time to respond to invitation.
- ☐ 3. We do not offer this commodity/service or equivalent.
- ☐ 4. Our product/service schedule would not permit us to perform.
- ☐ 5. Unable to meet specifications.
- ☐ 6. Unable to meet bonding requirements.
- ☐ 7. Specifications unclear (Explain below).
- ☐ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

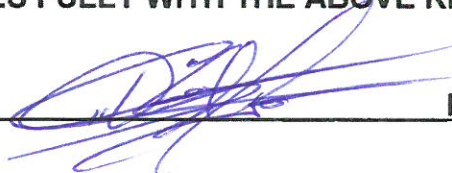
DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2018-013

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:



DATE: March 16, 2018



NON-COLLUSIVE AFFIDAVIT FOR 2018-013

State of Florida)

County of Miami - Dade)

Cristhianne Munguia being first duly sworn, deposes and says that:

He/she is the Bid Coordinator, (Owner, Partner, Officer, Representative or Agent) of Allied Universal Corp. the Offeror that has submitted the attached Proposal;

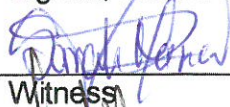
He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

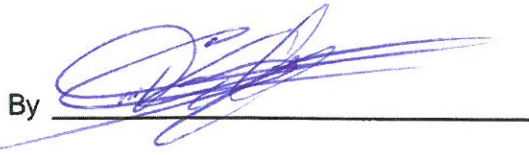
Signed, sealed and delivered in the presence of:


Witness

Sarah Moros


Witness

Susette Hernandez

By 

Cristhianne Munguia

Printed Name

Bid Coordinator

Title

**ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR 2018-013**

State of Florida
County of Dade

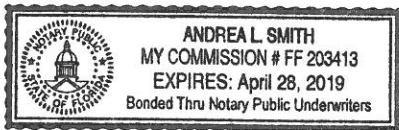
On this the 16 day of March, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared

Cristhianne Munguia, Susette Hernandez and Sarah Moros
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Andrea L. Smith
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath





3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hydroxide to City of Margate

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 12th day of December 2017.

(Seal of Corporation)



Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

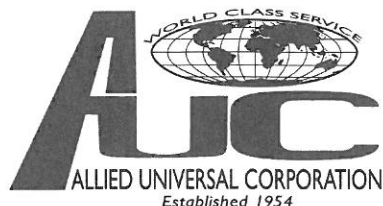
5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

March 16, 2018

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 7 delivery locations; Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Jacksonville, FL Terminal, Brunswick and Ranger, GA and Ellisville, MS. We package Gas Chlorine in all locations, except Ft. Pierce and Jacksonville and manufacture Sodium Hypochlorite, in all of our locations, except our Jacksonville Terminal and have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the City of Margate is our Miami, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The location of the nearest emergency station is the Miami, FL facility, located at 8350 N.W 93rd Street., Miami, FL 33166. With normal delivery lead time of 3 work days. Contact name for all deliveries is Juan Carlos Cedeno, phone number 786-312-1503, e-mail JuanC@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Jaimie Johnson, Branch Manager 786-312-1501, is in charge of emergency crews and Ron Zeigler South Regional Operations Manager 772-342-1872. Attached you will find the Emergency Contact list and Emergency Spill Procedure for your review.

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; Fax, (786) 522-0215; E-Mail, CristyM@allieduniversal.com and Bids@Allieduniversal.com

/cm

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

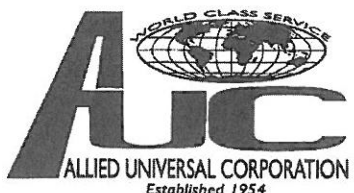
30 Neil Gunn Drive
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5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93 Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377



3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

August 2013

Dear Allied Customer:

As a member of the National Association of Chemical Distributors and The Chlorine Institute, Allied Universal Corporation strongly encourages all of its customers to formulate, periodically review and update their procedures for the proper handling and use of Allied's chemical products. Customer procedures should, of course, include emergency preparedness and plans for handling potential chemical spills and releases.

It is the responsibility of each customer to develop its own individual, site-specific emergency procedures. The attached "Spill Contingency" pamphlet contains examples of some of the types of procedures customers may wish to consider when formulating, reviewing or updating their respective emergency procedures. Customers should NOT rely upon these examples, as they are not intended to be comprehensive, nor will they be appropriate for every customer, since our customers' business operations, personnel, physical facilities and locations are diverse, and customer practices and procedures will, by necessity, vary accordingly. Customers may, however, find these examples useful in formulating, reviewing or updating their own individualized, site-specific practices and procedures.

Allied strongly recommends that each customer consult with a qualified and licensed environmental cleanup service in formulating emergency procedures for handling chemical spills or releases. As part of these procedures, each customer should have available for immediate use the contact information for local environmental cleanup services.

All customers must ensure that their employees are trained in the proper and safe handling and use of all chemical products, and that their employees are familiar with all applicable labels and Material Safety Data Sheets and Safety Data Sheets (after 6/1/2015). This employee training must be documented and maintained on file at all times, in accordance with applicable government regulations.

It is the responsibility of every customer to familiarize themselves and to comply with all applicable federal, state and local laws and regulations pertaining to chemicals utilized in the customer's business operations, including, but not limited to, title 29 of the Code of Federal Regulations, section 1910.38. Customers should not rely upon the attached exemplar procedures. Customers should consult with and rely only upon the advice of licensed legal and environmental professionals. Allied will not be responsible for any incidental, consequential, special or other damages arising from or relating to the attached exemplar procedures, or its customers formulation and implementation of emergency preparedness and chemical cleanup procedures.

If Allied can assist your efforts in the proper handling of our products, please contact your Sales Representative.

NOTE: Many Chlorine Institute Pamphlets are available for free online at www.chlorineinstitute.com, including Pamphlet 64 Emergency Plans, 65 Personal Protective Equipment, Pamphlet 1 Chlorine Handbook, and many more.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE-SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

CONTENTS

SPILL CONTINGENCY	PAGE 3
REPORTABLE QUANTY REPORTING	PAGE 4
NOTIFICATION PROCEDURES	PAGE 5
WRITTEN FOLLOW UP	PAGE 6
REPORTABLE QUANTITY LIST	PAGE 8
SODIUMHYPOCHLORITE SPILLS	PAGE 9
SODIUM HYDROXIDE SPILLS	PAGE 11
ACID SPILLS	PAGE 13
CHLORINE/SULFUR DIOXIDE RELEASES	PAGE 15
SODIUM BISULFITE RELEASES	PAGE 19

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SPILL CONTINGENCY

In the event of a spill or leak, the employee discovering the spill or leak should immediately notify the site supervisor or manager. The site supervisor or manager should direct the employee to determine the source or cause of the leak and provide the employee with instructions on how to control or contain the incident, if possible. If containment and control is not possible, the facility owner or authorized site manager manager/supervisor should call the local public agency and first responders as well as their supplier.

Please insert applicable phone numbers and names for your location.

EMERGENCY RESPONSE PHONE NUMBERS	
FIRE DEPARTMENT	911
ALLIED 24HR CHEMICAL SPILL EMERGENCY NUMBER	1-903-987-3248 Or CHEMTREC 1-800-424-9300
ALLIED BRANCH SUPPLIER NUMBER: Miami, FL Ft. Pierce, FL CFI - Tampa, FL Brunswick, GA Ranger, GA Ellisville, MS	305-888-2623, x127 OR x139 772-464-6195, x205 813-832-4868 912-267-9470, x123 OR x133 706-334-7377, x. 203 OR x205 601-477-2550, x. 1001 OR x1002
ALLIED SALES REPRESENTATIVE	
LOCAL HOSPITAL NAME & PHONE NUMBER	
OTHER APPLICABLE EMERGENCY NUMBER	
FACILITY NEIGHBOR	
FACILITY NEIGHBOR	

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Hazardous Materials such as Sodium Hypochlorite Solution (Bleach), Sodium Hydroxide Solution (Caustic) and Acids have different properties and as such have different Reportable Quantities (RQ) dealing with notification. Reportable Quantity (RQ) as defined by the USEPA, means that quantity (as set forth by regulation), the release of which requires notification to the National Response Center at 1-800-424-8802.

Both the USEPA and USDOT have published tables on Reportable Quantities for Hazardous Substances in the United States Code of Federal Regulations: EPA 40 CFR § 302.4 and DOT at 49 CFR § 172.101 APPENDIX A, Table 1.

It should be understood that the RQ's as listed by both USEPA & USDOT are for pure substances. The chart on page 8 can be used to determine whether a RQ leak or spill has occurred.

If a spill, leak or release to the environment, has occurred over the RQ amount, and material has not been contained by a containment device (e.g. scrubber, building, dike, etc.), notification to Federal, State and local authorities must and may have to be made. Federal notification is required, State and Local notification will vary from State-to-State and locality-to-locality. You must check with your State and Local applicable authorities to determine notification requirements. The Federal and some State numbers are listed below:

US NATIONAL RESPONSE CENTER	800-424-8802
FL STATE WARNING POINT	800-320-0519
GA OFFICE OF EMERGENCY SERVICES	800-241-4113
MS STATE WARNING POINT	800-222-6362

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE-SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

If it has been determined that a release in excess of the Reportable Quantity (RQ) has occurred (see listings on page 8) to the air, grounds or waters of the State, notification must be made within 15 minutes from the time the release was discovered in accordance with the United States Code of Federal Regulations 40CFR §302.6 and §355.40(b) to:

1. National Response Center 800-424-8802

And to the following agencies per State applicable laws:

2. The State Warning Point/State Emergency Response Hotline

When notification is required to the Federal government and State government via the National Response Center and State Emergency Response Center require specific information as per 40CFR §355.40(b)(2)(i - vii). This information includes but will not be limited to:

1. Name, location, and telephone number
2. Name and address of the party responsible for the incident
3. Date and time of the incident
4. Location of the incident
5. Source and cause of the release or spill (i.e. tank failure)
6. Types of materials (i.e. chemical) released or spilled
7. Quantity of material released or spilled
8. Danger or threat posed by the release or spill (i.e. acute or chronic health risks, environmental damage, etc. – use a Material Safety Data Sheet for this information)
9. Number and type of injuries (if any)
10. Mitigation efforts, if any, being made to stop the release
11. Weather conditions at the incident location
12. Any other relevant information

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Within seven (7) days after a release which requires verbal notification to the Federal and State governments, the owner or operator of the facility shall provide a written follow up emergency notice to the State Emergency Response Center and Local Emergency Planning Council (LEPC). The letter should contain, at a minimum, the following information:

1. Chemical Name - Include whether an extremely hazardous substance. Also, the UN (i.e. UN 1791 for bleach, UN 1824 for caustic, etc).
2. Location, time and duration of release.
3. Medium or Media into which the release occurred.
4. Estimate of quantity of product released.
5. Known or anticipated acute or chronic health risks associated with the emergency and where appropriate, advice regarding medical attention necessary for exposed individuals. (Use Material Safety Data Sheet - MSDS).
6. Actions that were taken as a result of the release, including evacuation and hospitalizations, and
7. Name and telephone number of Emergency Coordinator.

The following table lists the name and addresses of a few of these agencies:

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE-SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

WRITTEN FOLLOW-UP NOTIFICATION ADDRESSES	
FL STATE EMERGENCY RESPONSE COMMISSION	FL State Emerg. Response Commission 255 Shumard Oak Boulevard Tallahassee, FL 32399 800-320-0519
GA DEPARTMENT OF NATURAL RESOURCES	Department of Natural Resources Environmental Protection Division 7 Martin Luther King Drive, Room 643 Atlanta, Georgia 30334 800-241-4113
MS EMERGENCY MANAGEMENT AGENCY	MEMA PO Box 4501 Jackson, MS 39296-4501 800-222-6362 601-352-9100
OTHER STATE EMERGENCY AGENCY	INSERT ADDRESS HERE
LOCAL EMERGENCY PLANNING COMMISSIONS	CHECK WITH YOUR LEPC TO DETERMINE WHERE YOUR LETTER MUST BE SENT.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE-SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

REPORTABLE QUANTITY CHEMICAL LIST

<u>PRODUCT</u>	<u>RQ - IN GALLONS</u>	<u>RQ - IN POUNDS</u>
CHLORINE GAS	0.86 Gallons	10 Pounds
MURIATIC ACID 20 Bé (Hydrochloric Acid)	1,639 Gallons	5000 Pounds
MURIATIC ACID 22 Bé (Hydrochloric Acid)	1,449 Gallons	5000 Pounds
SODIUM BISULFITE SOLUTION - 38%	1,170 Gallons	5000 Pounds
SODIUM HYPOCHLORITE SOLUTION - 10.5%	98 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 12.5%	80 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 15%	64 Gallons	100 Pounds
SODIUM HYDROXIDE SOLUTION - 50%	156 Gallons	1000 Pounds
SODIUM HYDROXIDE SOLUTION - 25%	374 Gallons	1000 Pounds
SULFUR DIOXIDE	44 Gallons	500 Pounds
SULFURIC ACID - 28 Bé	296 Gallons	1000 Pounds

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I. PROCEDURES FOR SODIUM HYPOCHLORITE SOLUTION

DO NOT REFER TO SODIUM HYPOCHLORITE AS CHLORINE OR LIQUID CHLORINE. DO NOT USE CHLORINE IN THE DESCRIPTION AS IT IS CONFUSING (THEY ASSUME IT TO BE CHLORINE GAS) TO PUBLIC RESPONDERS. DESCRIBE PRODUCT SPILLED AS SODIUM HYPOCHLORITE, BLEACH, OR LIQUID BLEACH.

1. Spill or Leak in Bulk Storage Tank
 - a. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. Chlorine levels and pH must not exceed State and local requirements before discharging.
 - b. Determine the source of the actual leak.
 - c. If the storage tank system is not damaged, pump only good Sodium Hypochlorite back into the storage tank for re-use.
 - d. Spilled or released Sodium Hypochlorite that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations.
 - e. Notify your supplier.
2. Discharges to Ground or Pavement
 - a. Determine the source of the Sodium Hypochlorite leak.
 - b. Stop the leak and contain the spilled product.
 - c. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
 - d. Notify the local Fire Department.
 - e. Spilled/released Sodium Hypochlorite that cannot be recovered/reused must be neutralized and properly disposed of in accordance with applicable regulations.
 - f. Notify your supplier.

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3. Treatment, Neutralization, Clean Up Procedures
 - a. Spills of Sodium Hypochlorite solution should never be rinsed or flushed to drains or sewers. Suitable absorbent materials such as sand, vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be scraped up using shovels and placed in suitable hazardous material containers and disposed of in accordance with all Federal, State and Local regulations.
 - b. Neutralization of Sodium Hypochlorite may be accomplished using Sodium Sulfite, Sodium Bisulfite or Sodium Thiosulfate. Ratio is approximately one (1) pound for each gallon of spilled material. Material should be dissolved in a bucket of clean, clear water and applied to the residue area. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water, salts and liberation of oxygen to the atmosphere.
 - c. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and local environmental agencies before any rinsing of residue is started.

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II. PROCEDURES FOR SODIUM HYDROXIDE SOLUTION

1. Spill or Leak in Bulk Storage Tank
 - a. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. Chlorine levels and pH must not exceed State and local requirements before discharging.
 - b. Determine the source of the actual leak.
 - c. If the storage tank system is not damaged, pump only good Sodium Hydroxide back into the storage tank for re-use.
 - d. Spilled or released Sodium Hydroxide that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations
 - e. Notify your supplier.
2. Discharges to Ground or Pavement
 - a. Determine the source of the Sodium Hydroxide leak.
 - b. Stop the leak and contain the spilled product.
 - c. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
 - d. Notify the local Fire Department.
 - e. Notify your supplier.
3. Treatment, Neutralization, Clean Up Procedures
 - a. Spills of Sodium Hydroxide solution must never be rinsed or flushed to drains or sewers. Suitable absorbent materials such as sand, vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be

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scraped up using shovels and placed in suitable hazardous material containers and disposed of in accordance with all applicable regulations.

- b. After removing absorbents from ground, neutralization of remaining residue may be accomplished using a weak acid solution such as 5% acetic acid (vinegar). Neutralization will occur rapidly and should be checked with pH paper. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water and salt.
- c. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and local environmental agencies before rinsing of residue is started.

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III. PROCEDURES FOR ACID SPILLS/RELEASES

MURIATIC ACID and POOL ACID

1. Spill or Leak in Bulk Storage Tank
 - a. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. pH levels must not exceed State and local requirements before discharging.
 - b. Determine the source of the actual leak.
 - c. If the storage tank system is not damaged, pump only good material back into the storage tank for re-use.
 - d. Spilled or released Acid that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations.
 - e. Notify your supplier.
2. Discharges to Ground or Pavement - Drums, Totes, Bottles, etc.
 - a. Determine the source of the acid leak.
 - b. Stop the leak and contain the spilled product.
 - c. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
 - d. Notify the local Fire Department.
 - e. Spilled or released Acid that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable regulations.
 - f. Notify your supplier.
3. Treatment, Neutralization, Clean Up Procedures
 - a. Acid spills must never be rinsed or flushed to drains or sewers. Suitable absorbent materials such as sand,

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vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be scraped up using non-reactive shovels, placed in suitable hazardous material containers and disposed of in accordance with all Federal, State and Local regulations.

- b. After removing absorbents from ground, neutralization of remaining residue may be accomplished using a weak alkalinity increaser such as sodium bicarbonate or soda ash.
- c. Use approximately 4.5 pounds of soda ash or 6.5 pounds of sodium bicarbonate mixed in a bucket of clear clean water and apply to the residue area. Neutralization will occur rapidly and should be checked with pH paper. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water and salt.
- d. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and environmental agencies before rinsing of residue is started.

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IV. PROCEDURES FOR CHLORINE OR SULFUR DIOXIDE RELEASES

The following functions comprise an emergency response concept of operations:

- assessment, classification, and response to any emergency condition;
- timely and effective mitigation of the emergency condition;
- site security and control of emergency response activities;
- emergency alerting of all personnel, including the activation of all necessary emergency response personnel, emergency evacuation routes and procedures;
- notification and coordination of response activities with appropriate Federal, state and local emergency response agencies; and
- rescue, recovery and decontamination procedures for an emergency condition.

An Emergency Response Team or Teams should be established to ensure the capability exists, 24-hours a day, to manage and coordinate all emergency response functions necessary to protect Facility employees and the public.

Facility operations and the associated hazard potentials vary throughout any 24 hour period; taking this into account, your emergency response team(s) should consist of those positions necessary to respond to conditions that may arise as a result of facility operations or emergencies.

It must be noted at this time that in any release of either chlorine or sulfur dioxide, it is essential that the shipping container be positioned so that a gas release occurs. Both chlorine and sulfur dioxide are gases that have been refrigerated and compressed into a liquid state. Each of these materials has a very low boiling (vaporization) point, chlorine being -29° F. and sulfur dioxide being -14° F. The warmer the ambient temperature, the more rapidly the liquid will vaporize. Each will vaporize to over 400 times the liquid amount.

Releases of both chlorine and sulfur dioxide are easily detectable with a strong solution of aqua ammonia. It is recommended that a strength of 26 Bé aqua ammonia be used. In the absence of this strength, regular strength house hold ammonia may be used. Leaks should be detected with the vapor of the aqua ammonia, as applying a liquid solution to the area of a leak may contribute to a more rapid failure of the equipment. As lower concentrations of both chlorine and sulfur dioxide are not visible, the use of a rag soaked in ammonia tied to the end of a stick may be helpful in determining where the vapor cloud is.

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Cylinders - Chlorine

Chlorine cylinders are United States Department Of Transportation (USDOT) approved shipping containers and come in two (2) common sizes. One hundred (100#) pound and one hundred - fifty pound (150#).

Leaks may develop in the following areas:

- Neck ring area
- Cylinder Wall
- Cylinder Bottom
- Valve
- Packing Gland
- Valve Threading
- Valve Fusible Plug

Historically, leaks are due are most often due to human error, not equipment failure.

Many valve leaks are minimal and are normally dealt with by tightening down on the packing gland nut or the valve. Leaks which are unstoppable by either tightening down on either the valve itself or the packing gland nut are easily mitigated by the installation of the Chlorine Institute Emergency Kit "A" or moving the cylinder into the Chlorine Institute approved recovery vessel, "Chlor-Safe" recovery vessel.

Ton Containers - Chlorine

One ton containers in chlorine service are USDOT Specification 106 and known as "multi-unit-tank-car-tanks". They are approximately 30 inches in diameter and 82 inches in length. Depending on the manufacturer, they may have either concave or convex heads. The ton container has two valve and three fusible plugs on valve end, while the other end has three fusible plugs and a plate containing information pertaining to that particular container.

The valve end, the valves are situated at the center of the container and connected to eductor pipes. The eductor pipes are designed so that when the valves are aligned vertically, the top valve will dispense gas and the bottom valve will dispense liquid.

Ton containers weigh approximately 1,300 - 1,650 pounds when empty and 3,300 - 3,500 pounds when filled. Liquid content, when full (2000#), is about 170 gallons.

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Leaks may develop in the following areas:

- Valve threads at container body
- Valve packing
- Fusible plug threads at container body
- Fusible plug metal
- Holes in container wall

Each of the above leaks can be mitigated by the installation of the Chlorine Institute Emergency Kit "B".

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Cylinders - Sulfur Dioxide

Sulfur Dioxide cylinders are United States Department Of Transportation (USDOT) approved shipping containers and come in two (2) common sizes. One hundred (100#) pound and one hundred - fifty pound (150#).

Leaks may develop in the following areas:

- Neck ring area
- Cylinder Wall
- Cylinder Bottom
- Valve
- Packing Gland
- Valve Threading
- Valve Fusible Plug

Historically, leaks are due are most often due to human error, not equipment failure.

Many valve leaks are minimal and are normally dealt with by tightening down on the packing gland nut or the valve. Leaks which are unstoppable by either tightening down on either the valve itself or the packing gland nut are easily mitigated by the installation of the Chlorine Institute Emergency Kit "A" or moving the cylinder into the Chlorine Institute approved recovery vessel, "Chlor-Safe" recovery vessel.

NOTE: For sulfur dioxide service, the viton[®] gasket/O-ring that would normally be used in chlorine service must be changed and an EPDM gasket/O-ring used. The EPDM gasket/O-ring is readily identifiable as it is gray and marked with lettering indicating EPDM SULFUR DIOXIDE service only.

Ton Container - Sulfur Dioxide

Sulfur Dioxide one ton containers are also USDOT Specification 106. They are identical to the containers used to ship chlorine.

The same leaks that occur in chlorine containers may occur in sulfur dioxide containers and are handled in the exact same manner.

NOTE: For sulfur dioxide service, the viton[®] gasket that would normally be used in chlorine service must be changed and an EPDM gasket used. The EPDM gasket is readily identifiable as it is gray and marked with lettering indicating EPDM SULFUR DIOXIDE service only.

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V. PROCEDURES FOR SODIUM BISULFITE SOLUTION

1. Spill or Leak in Bulk Storage Tank
 - f. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. pH must not exceed State and local requirements before discharging.
 - g. Determine the source of the actual leak.
 - h. If the storage tank system is not damaged, pump only good Sodium Bisulfite back into the storage tank for re-use.
 - i. Spilled or released Sodium Bisulfite that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations.
 - j. Notify your supplier.
2. Discharges to Ground or Pavement
 - g. Determine the source of the Sodium Bisulfite leak.
 - h. Stop the leak and contain the spilled product.
 - i. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
 - j. Notify the local Fire Department.
 - k. Spilled/released Sodium Bisulfite that cannot be recovered/reused must be neutralized and properly disposed of in accordance with applicable regulations.
 - l. Notify your supplier.
3. Treatment, Neutralization, Clean Up Procedures
 - d. Spills of Sodium Bisulfite solution should never be rinsed or flushed to drains or sewers. Suitable absorbent materials

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such as sand, vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be scraped up using shovels and placed in suitable hazardous material containers and disposed of in accordance with all Federal, State and Local regulations.

- e. Neutralization of Sodium Bisulfite may be accomplished using Sodium Ash, Lime or Limestone. Ratio is approximately one (1) pound for each gallon of spilled material. Material should be dissolved in a bucket of clean, clear water and applied to the residue area. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water, salts and liberation of oxygen to the atmosphere.
- f. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and local environmental agencies before any rinsing of residue is started.

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The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, March 16, 2018** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hydroxide&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hydroxide&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website](#)

<http://www.allieduniversal.com>

Facility : Fort Pierce, FL

Sodium Hydroxide

Trade Designation

Caustic Soda

Caustic Soda 25%

Caustic Soda 50%

Rayon Grade Caustic Soda 50%

Sodium Hydroxide

Sodium Hydroxide 25%

Sodium Hydroxide 50%

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

100 mg/L

200mg/L

100mg/L

100mg/L

100 mg/L

200mg/L

100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Disinfection & Oxidation	100 mg/L
Sodium Hydroxide	Disinfection & Oxidation	100 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 34

Processing time was 1 seconds

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hydroxide Solution 25-50%	
Other means of identification		
SDS number	AUC-003	
Synonyms	Sodium hydroxide * Soda lye solution * Caustic soda solution * Caustic soda * Lye * Liquid caustic	
Recommended use	Water Treatment; pH Neutralizer; Pulping and Bleach; Manufacture of Detergents and Soaps	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.
Response	Specific treatment (see this label). IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Absorb spillage to prevent material damage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC)

No OSHA defined hazard classes.
Other hazards which do not result in classification: Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Chronic skin contact with low concentrations may cause dermatitis.

Supplemental information

Not applicable.

3. Composition/information on ingredients**Mixtures**

Chemical name	Common name and synonyms	CAS number	%
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	25 - 50

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures**Inhalation**

Move to fresh air. If breathing is difficult, trained personnel should give oxygen. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately.

Skin contact

Take off immediately all contaminated clothing. Immediately flush skin with running water for at least 20 minutes. Cover wound with sterile dressing. Do not rub area of contact. Wash contaminated clothing before reuse. Leather and shoes that have been contaminated with the solution may need to be destroyed. Call a physician or poison control center immediately.

Eye contact

Immediately flush eyes with plenty of water for at least 20 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Take care not to rinse contaminated water into the unaffected eye or onto the face. Call a physician or poison control center immediately.

Ingestion

If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Call a physician or poison control center immediately.

Most important symptoms/effects, acute and delayed

Inhalation of mists can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Indication of immediate medical attention and special treatment needed

Immediate medical attention is required. Causes chemical burns. Symptoms may be delayed.

General information

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures**Suitable extinguishing media**

Use fire-extinguishing media appropriate for surrounding materials. Water fog. Foam. Dry chemical powder. Carbon dioxide (CO₂).

Unsuitable extinguishing media

Do not use a solid water stream as it may scatter and spread fire. Some chemical extinguishing agents may react with this material. Do not use halogenated extinguishing agents.

Specific hazards arising from the chemical

Not considered flammable. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. The heat that is generated may be sufficient enough to ignite nearby combustible materials. Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Toxic fumes, gases or vapors may evolve on burning.

Special protective equipment and precautions for firefighters

Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.

Fire fighting equipment/instructions

Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

Hazardous combustion products

Sodium oxides.

6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Water spray may reduce vapor; but may not prevent ignition in closed spaces.

Small Spills: Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Dilute alkali with water and neutralize with acids (e.g. acetic acid / vinegar).

Large Spills: Prevent entry into waterways, sewer, basements or confined areas. If not recoverable, dilute with water or flush to holding area and neutralize. Remove with vacuum trucks or pump to storage/salvage vessels. Contact the proper local authorities.

Never return spills to original containers for re-use. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage**Precautions for safe handling**

Use only outdoors or in a well-ventilated area. Wear chemically resistant protective equipment during handling. Wear protective gloves/clothing and eye/face protection. Do not breathe mist. Do not taste or swallow. Avoid contact with eyes, skin and clothing. Keep away from heat. Keep away from metals and other incompatibles. When preparing or diluting solution, always add to water, slowly and with stirring. Use cold water to prevent excessive heat generation. When diluting, always add the product to water. Never add water to the product. Label containers appropriately. Wash thoroughly after handling. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities

Store in a cool, dry place out of direct sunlight. Store in a well-ventilated place. Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Inspect periodically for damage or leaks. Store away from incompatible materials (see Section 10 of the SDS). Store in original tightly closed container. May be corrosive to Aluminum, stainless steels, carbon steel, copper, bronze, etc. Store in corrosive resistant/ container with a resistant inner liner.

Compatible storage materials may include, but are not limited to the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles and face shield are recommended.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves. Advice should be sought from glove suppliers.
Other	Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe mist. Avoid contact with eyes, skin and clothing. When using, do not eat, drink or smoke. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance	Clear to slightly turbid, viscous liquid.
Physical state	Liquid.
Form	Viscous liquid.
Color	Clear water-white
Odor	Odorless.
Odor threshold	Not available.
pH	> 14 (at high alkali concentration in water, pH scale is not applicable)
Melting point/freezing point	-13 °F (-25 °C) (25% concentration)
Initial boiling point and boiling range	284 °F (140 °C) (50% concentration) 240.8 °F (116 °C) (25% concentration)
Flash point	Not Applicable
Evaporation rate	Not applicable (the only evaporation that occurs is water)
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - upper (%)	Not Applicable
Explosive limit - lower (%)	Not Applicable
Explosive limit - upper (%)	Not Applicable
Vapor pressure	0.2 kPa 1.5 mm Hg 95 mm Hg @ 60°F
Vapor pressure temp.	77 °F (25 °C)
Vapor density	Not available.
Relative density	1.52 g/cm ³ (50% concentration)
Relative density temperature	68 °F (20 °C)
Solubility(ies)	
Solubility (water)	Soluble in all proportions.

Solubility (other)	Soluble in absolute alcohol, methanol and glycerol. Moderately soluble in ethanol. Insoluble in acetone and diethyl ether.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not Applicable
Decomposition temperature	Not available.
Viscosity	25.39 cSt (40% solution)
Viscosity temperature	68 °F (20 °C)
Other information	
Specific gravity	1.29 (25% concentration) 1.52 (50% concentration)

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. May be corrosive to Aluminum, stainless steels, carbon steel, copper, bronze, etc.
Chemical stability	Material is stable under normal conditions. Rapidly absorbs moisture and carbon dioxide from the air forming sodium carbonate. Water, when added to sodium hydroxide may cause localized overheating and possible spattering.
Possibility of hazardous reactions	Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Attacks plastics, such as polyamide-imide (Torlon) (10-100% solutions), polybutylene terephthalate and polyethylene terephthalate (20-100%), thermoset polyester isophthalic acid (10-100%), polyvinylidene fluoride (Kynar; PVDF) (70-100% solutions), polyurethane (rigid) (80-100%), and polyvinylidene chloride (Saran) (100%); elastomers, such as polysulfide and butadiene-styrene (SBR) (10-100%) and soft rubber (30-100%) (52,55); and coatings, such as polyester and vinyls (10-100%), coal tar epoxy, general purpose epoxy, epoxy polyamide and phenolic (7 -100%).
Conditions to avoid	Contact with incompatible materials. Avoid high temperatures. Do not use in areas without adequate ventilation.
Incompatible materials	Metals. Acids. Sodium borohydride. Tetrahydrofuran. Chlorinated compounds. Maleic anhydride. Cyanogen azide. Nitroalkanes. Silver nitrate. Ammonia. Acetaldehyde. Acrolein. Acrylonitrile. Allyl alcohol. Phosphorus. Hydroquinone. Sugars. Methanol. Zinc. Aluminum. Tin.
Hazardous decomposition products	None known. In the event of fire the following can be released: Sodium oxides.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns. Not expected to be absorbed through the skin.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.
Most important symptoms/effects, acute and delayed	Inhalation of mists can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity	There is no available data for the product itself, only for the ingredients. See below for individual ingredient acute toxicity data.
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Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature

Components	Species	Test Results
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Hazardous by OSHA criteria. Skin corrosion/irritation - Category 1. Causes severe skin burns.
Serious eye damage/eye irritation	. Hazardous by OSHA criteria. Serious eye damage/eye irritation - Category 1 Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not expected to be a respiratory sensitizer.
Skin sensitizer	Causes skin burns.
Germ cell mutagenicity	Not expected to be mutagenic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.
Aspiration toxicity	Not expected to be an aspiration hazard.
Chronic effects	Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity	Because of the high pH of this product, it would be expected to produce significant ecotoxicity upon exposure to aquatic organisms and aquatic systems. However, may be neutralized by naturally occurring acidity in the environment. The ingredient ecotoxicity data appearing below is expected to be primarily associated with pH.
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Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours
Fish	LC50 Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product. Biodegradation is not applicable to inorganic substances.	
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.	
Mobility in soil	High water solubility indicates a high mobility in soil.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information**DOT**

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 1000 lbs / 454 kg
Special provisions	B2, IB2, N34, T7, TP2
Packaging exceptions	154
Packaging non bulk	202
Packaging bulk	242

IATA

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

This substance/mixture is not intended to be transported in bulk.

DOT



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-19-2014

Version # 01

HMIS H= 3, F= 0, R= 0

NFPA H= 3, F= 0, R= 1



Certified to
NSF/ANSI 60

Maximum Use in Potable Water for Sodium Hydroxide 25%: 200 mg/L. Maximum Use in Potable Water for Sodium Hydroxide 50%: 100 mg/L.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
ICAO: International Civil Aviation Organization
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Disclaimer

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

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Bibliography

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices (2014)
Canadian Centre for Occupational Health and Safety, CCOHS Web Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

(305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

- | | |
|--|--|
| 1. RON ZEIGLER (S. REGIONAL OPERATIONS MANAGER) | WORK (772) 464-7001, CELL (772) 342-1872 |
| 2. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER) | WORK (912) 267-6064, CELL (850) 212-6858 |
| 3. JIM LAFRENIERE (FLEET OPERATIONS MANAGER) | WORK (305) 894-4173, CELL (305) 491-3430 |
| 4. MIKE HARRIS (FLEET MAINTENANCE MANAGER) | WORK (912) 267-9590, CELL (912) 571-0704 |
| 5. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH) | CELL (413) 222-5440 |
| 6. VACANT (DRIVER SAFETY COMPLIANCE MANAGER - NORTH) | CELL # |
| 7. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY) | WORK (786) 522-0200, CELL (903) 987-3248 |

US TSA's TRANSPORTATION SECURITY COORDINATION CENTER:
3237

(703) 563-3236 OR

BRANCHES:

	<u>HOME OR CELL PHONE NO.</u>
<u>MIAMI, FL</u> (305) 888-2623	
JAMIE JOHNSON	CELL # (305) 216-4612
LEO DELEON	CELL # (305) 310-0762
JUAN CARLOS CEDENO	CELL # (786) 365-2482
<u>FT. PIERCE, FL</u> (772) 464-6195	
JAUMING CHEN	CELL # (832) 459-0870
WALTER CIECWIERZ	CELL # (201) 993-3536
TOM STRICKLAND	CELL # (772) 919-2073
<u>TAMPA, FL</u> (813) 832-4868	
ELAINE BENNETT	CELL # (901) 326-6262
KEN HAYES	CELL # (313) 820-4339
HERMAN HARRIS	CELL # (813) 426-4060
KAREN GARILLI	CELL # (813) 966-3635
<u>JACKSONVILLE, FL</u> (904) 438-4976	
KY NICHOLSON	CELL # (904) 607-8141
DAVID SCHULTZ	CELL # (912) 222-9487
<u>BRUNSWICK, GA</u> (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MIKE LEBEN	CELL # (772) 528-5436
CHARITY BREWER	CELL # (912) 230-8680
<u>RANGER, GA</u> (706) 334-7377	
KEITH FEHLINGER	CELL # (305) 742-3210
ANDREW HEATH	CELL # (470) 389-1167
LISA DALE	CELL # (770) 769-6528
<u>ELLISVILLE, MS</u> (601) 477-2550	
BOB BOYKIN	CELL # (251) 604-7365
TIGRAN ARMSTRONG	CELL # (601) 554-6582
KEVIN CARTER	CELL # (256) 682-2838



**OLIN CORPORATION
SALES SPECIFICATION**

PAGE 1

Date Printed: 2016-08-08

Effective Date: 11/03/2015

Supersedes Date: 06/27/2014

Name: Caustic Soda Solution 50%, Commercial Grade

Specification Number: 000000015216

Previous Specified Material: 00015216

Additional Product Information:

Viscous liquid, free of color and suspended material

Final Testing Requirements

Test and Test Condition	Limit	Unit	Method	Note
Total Alkalinity, Net (as NaOH)	49.00 — 51.00	WT%	ASTM E291	1
Total Alkalinity, Net (as Na ₂ O)	38.00 — 39.50	WT%	ASTM E291	2
Sodium Carbonate	0.20 Max	%	ASTM E291	3
Sodium Chloride	1.0 Max	%	ASTM E1787	4
Sodium Sulfate	0.025 Max	%	ASTM E1787	5
Iron	5.0 Max	mg/kg	ASTM E291	6

Final Testing Requirements Notes:

- 1 Alternate test method: DOWM 100508
- 2 Alternate test method: DOWM 100508
- 3 Alternate test method: DOWM 101442
- 4 Alternate test method: DOWM 100935
- 5 Sodium Sulfate Spec is 500 ppm (0.050%) Max for Ontario Terminals
- 6 Alternate test method: DOWM 100775

**OLIN CORPORATION
SALES SPECIFICATION**

Name: Caustic Soda Solution 50%, Commercial Grade
Specification Number: 000000015216
Effective Date: 11/03/2015

General Notes

- 1 This product, based on an assay concentration (as NaOH) of 48.5% - 51.5%, meets the following test requirements of the Food Chemicals Codex (FCC), current edition, for Sodium Hydroxide Solution:
Arsenic (as As) - 1.5 mg/kg maximum;
Carbonate (as Na₂CO₃) - 1.5% maximum;
Lead (as Pb) - 1 mg/kg maximum;
Mercury - 0.05 mg/kg maximum
- 2 Users of Olin Caustic Soda Solution in food-related applications must carefully assess this product to determine if it is suitable for the application. It cannot be assumed that products meeting the FCC test requirements set forth above are suitable for food usage.
- 3 This product is produced using a non-mercury process. Mercury would not be anticipated to be found in the product.
- 4 Product supplied in North America is certified by NSF International NSF/ANSI Standard 60 Drinking Water Treatment Chemicals for use as Corrosion & Scale Control and pH Adjustment at a maximum use level of 100 mg/L.
- 5 All values are on an actual solution basis.

READ PRECAUTIONARY INFORMATION AND MATERIAL SAFETY SHEETS. THIS PRODUCT IS SHIPPED IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING CLASSIFICATION, PACKAGING, SHIPPING AND LABELING.

**THIRD AMENDMENT TO AGREEMENT TO FURNISH AND DELIVER
HYDROFLUOSILICIC ACID**

THIS THIRD AMENDMENT is made and entered into this 9th day of March, 2017,
by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "City")

AND

HAWKINS WATER TREATMENT GROUP, INC.
d/b/a The Dumont Company
2381 Rosegate
Roseville, MN 55113
(hereinafter referred to as "Hawkins")

WHEREAS, the City and The Dumont Company (hereinafter "Dumont") entered into an Agreement to furnish and deliver hydrofluosilicic acid on March 27, 2013 (hereinafter the "Agreement"); and

WHEREAS, on December 16, 2014, the parties amended the Agreement to reflect the assignment of the Agreement between The Dumont Company, Inc. and the City of Coral Springs to Hawkins Water Treatment Group, Inc.; and

WHEREAS, on March 3, 2015, the parties amended the Agreement to the extend the term of the agreement through April 30, 2017; and

WHEREAS, the current Agreement expires on April 30, 2017 with the option to renew for one (1) additional two (2) year period; and

WHEREAS, both parties concur with amending the Agreement to extend the term of the Agreement through April 30, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. This Third Amendment shall be effective upon the execution by both parties.

Section 3. The term of this Agreement shall be extended through April 30, 2019.

Section 4. Section 20, INVOICING, is amended to add Section 20.02 to read as follows:

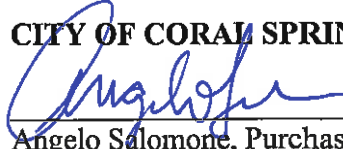
20.02 CONTRACTOR acknowledges and agrees that there will be no increase in pricing for Hydrofluosilicic Acid for the entire two (2) year term of this Agreement.

Section 5. In all other respects, the terms and conditions of the Agreement remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the CITY OF CORAL SPRINGS and HAWKINS WATER TREATMENT GROUP, INC. have hereunto set their hands and seals on the dates written below.

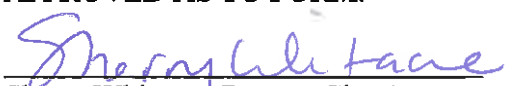
CITY OF CORAL SPRINGS, FLORIDA


Angelo Salomone, Purchasing Administrator

ATTEST:


Debra Thomas, CMC, City Clerk

APPROVED AS TO FORM:


Sherry Whitacre, Deputy City Attorney

HAWKINS WATER TREATMENT GROUP,
INC., d/b/a The Dumont Company

By: [Signature]

Print Name: Jason Schroeder

Title: SE Regional Mgr.

State of Florida
County of Orange

On this, the 27 day of Feb, 2017, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jason Schroeder (name of corporate officer), SE Regional Mgr. (title), of Hawkins, Inc. (name of corporation), a MN (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

[Signature]
Notary Public, State of Florida

 MARCIA A. STINSON
MY COMMISSION # FF 980804
EXPIRES: April 20, 2020
Bonded Thru Budget Notary Services

Printed, typed or stamped name of Notary Public
exactly as commissioned

- ☒ Personally known to me, or
☐ Produced identification:

(type of identification produced)



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 17-22B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2017 End Date: October 31, 2020

Renewal Terms of the Contract: 3 Renewal Options for 1 Year
(No. of Renewals) (Period of Time)

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1

VENDOR AWARD

Vendor Name: LHOIST NORTH AMERICA OF ALABAMA, LLC

Vendor Address: 3700 Hulen Street, Fort Worth, Texas 76107

Contact: Dale James, Florida Sales Manager or Elizabeth Hart, FL Sales Coordinator

Phone: (800) 695-5657 (Orders) & (877) 644-9010 Fax: (863) 644-9030

Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com

Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)

Vendor Address: 11 Stanwix St., 11th Floor, Pittsburgh, PA 15222

Contact: Forrest Meeks, Florida Sales Representative

Phone: (205) 664-7256/(412) 995-5500 Fax: (412) 995-5515

Cell/Pager: (205) 215-3735 Email Address: salesinfo@carmeusena.com / Forrest.Meeks@carmeusena.com

Website: www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: August 23, 2017 Resolution/Agenda Item No.: _____

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3**LEAD AGENCY**

Agency Name: City of Tamarac

Agency Address: 7525 NW 88th Avenue, Room 108

Agency Contact: Keith K. Glatz, CPPO Email keith.glatz@tamarac.org

Telephone: (954) 597-3567 Fax: (954) 597-3565

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017- 87

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #17-22B, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH THREE (3) ADDITIONAL ONE-YEAR RENEWAL OPTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac served as "lead agency" on Bid 17-22B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (Co-op); and

WHEREAS, Twenty-one governmental agencies, including the City of Tamarac will utilize this bid to purchase approximately 58,000 tons annually, of quicklime for the Co-op, of which approximately 1,500 tons will be purchased for the City of Tamarac, a copy of said bid is on file with the City Clerk; and

WHEREAS, the City of Tamarac publicly advertised Bid 17-22B, "Furnish, Deliver and Discharge of Quicklime" on the City's web-site and in the Sun-Sentinel on June 18, 2017; and

WHEREAS, three (3) vendors downloaded the bid from the City's web-site; and two (2) complete bids were opened and reviewed to determine cost and responsiveness to the City's specifications; and

WHEREAS, Lhoist North America of Alabama, LLC submitted a delivered the lowest delivered bid price per ton for the City, and prices as shown on the bid tabulation for other members of the Co-Op, a copy of the bid tabulation is attached hereto as Exhibit "1"; and

WHEREAS, Lhoist North America of Alabama, LLC was deemed the lowest responsive and responsible bidder for the City of Tamarac, and for twenty (20) members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carmeuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Lhoist North America of Alabama, LLC, and Carmeuse Lime & Stone, Inc. may seek a price adjustment on a quarterly basis based on actual costs or in accordance with one or more recognized indices; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the Co-op will be met by the utilization of an ongoing quarterly material price adjustment formula, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective October 1st, January 1st, April 1st and July 1st of each year; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 17-22B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with three (3) additional one (1) year renewal options for the City of Tamarac, and on behalf of twenty (20) other agencies in the Co-op; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 17-22B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options for the City of Hollywood, an agency in the Co-op; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 17-25B and execute an agreement with Lhoist North America of Alabama, LLC for

furnishing, delivering and discharging quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, on behalf of the City of Tamarac and on behalf of an additional Twenty (20) agencies in the Southeast Florida Governmental Purchasing Cooperative, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 17-22B and execute an agreement with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, for the City of Hollywood, an agency in the Co-op.

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

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

SECTION 2: The award of Bid 17-22B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac and twenty (20) agencies in the Southeast Florida Governmental Purchasing Cooperative, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty (20) entities within the Southeast Florida Governmental Purchasing Cooperative.

SECTION 4: The award of Bid 17-22B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for prices as shown in Exhibit "1" on behalf of the City of Hollywood, an agency in the Co-op.

SECTION 6: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent renewal options to this Agreement, and to initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code.

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

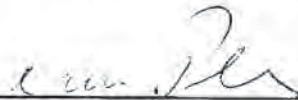
SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or

July 12, 2017

invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this 23 day of August 2017.


DEBRA PLACKO
VICE MAYOR

ATTEST:

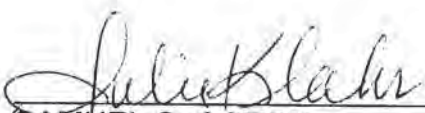

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER
DIST 1: COMM. BOLTON
DIST 2: COMM. GOMEZ
DIST 3: COMM. FISHMAN
DIST 4: VICE MAYOR PLACKO

absent
yes
yes
yes
yes

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM


for SAMUEL S. GOREN
CITY ATTORNEY

[illegible]



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

LHOIST NORTH AMERICA OF ALABAMA, LLC

THIS AGREEMENT is made and entered into this 23 day of August, 2017 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC a duly authorized Florida Foreign Limited Liability corporation with principal offices located at 3700 Hulen Street, Fort Worth, Texas 76107, (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime for the City of Tamarac and participating agencies in the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 17-22B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Attachment A, "Participating Agencies and Unit Pricing Provided in Bid", which is a schedule of individual agencies participating in the bid and delivered unit pricing for individual delivery locations, and Attachment B, "Trucking Fuel Charge Scale". These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 17-22B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 17-22B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

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

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 17-22B, "Furnish, Deliver and Discharge Quicklime" for the City of Tamarac and participating agencies in the Southeast Florida Governmental Purchasing Cooperative for all items EXCEPT FOR Type 2 – HI CAL Granular Lime for the City of Hollywood, Florida.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or

subcontractors, if any, with respect to the work and services described herein.

- 2.1.4** Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 17-22B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2017 through October 31, 2020. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Attachment A "Participating Agencies and Unit Pricing Provided in Bid", shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 17-22B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Attachment A – Participating Agencies and Unit Pricing. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract,

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges. Initial pricing shall be held firm from November 1, 2017 through December 31, 2017, and shall be based on the actual pricing adjustment submitted in October, 2017. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein. Attachment A, "Participating Agencies and Unit Pricing Provided in Bid" provides the unit pricing submitted as of the bid opening date of July 11, 2017.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Attachment B, "Trucking Surcharge Scale" as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_combined.asp,

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S.

Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2017, subject to change as detailed in Section 5.1 herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #17-22B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6) Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 17-22B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7) Conditions of Material

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8) Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

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

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered



under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

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

CITY

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

With a copy to City Attorney at the following address:

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

CONTRACTOR

Lhoist North America of Alabama, LLC
3700 Hulen Street
Fort Worth, TX 76107
Attn: Ron Thompson, CEO

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

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

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

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

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

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

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

21) Public Records

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

21.1.1 Keep and maintain public records required by the City in order to perform the service;

21.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

21.1.3 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.

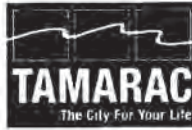
21.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the 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.

21.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

22) 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
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**



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

CITY OF TAMARAC

Harry Dressler
for Harry Dressler, Mayor

Date

Michael C. Cernech
Michael C. Cernech, City Manager

Date

ATTEST:

Patricia A. Teufel
Patricia A. Teufel, CMC
City Clerk

Date



Approved as to form and legal sufficiency:

Julie Blahr
City Attorney

Date

ATTEST:

Kenneth E. Curtiss
Signature of Corporate Secretary

KENNETH E. CURTISS
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

LHOIST NORTH AMERICA OF ALABAMA, LLC

Company Name

Ron Thompson
Signature

Ron Thompson, CEO

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS :
 COUNTY OF TARRANT : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ron Thompson, CEO for Lhoist North America of Alabama, LLC, a duly authorized Florida Foreign Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of 20th July 2017.



Kathleen M. Read
 Signature of Notary Public
 State of ~~Florida~~ at Large
TEXAS

Print, Type or Stamp
 Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an oath.

ATTACHMENT A**PARTICIPATING AGENCIES AND UNIT PRICING PROVIDED IN BID**

Below is a list of the agencies participating in this Agreement and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Michael Belight	954/831-0940 MBELIGHT@broward.org
Broward County Dist. 2A	1390 NE 51 St.	Pompano Beach 33064	Michael Williams	954/831-4117 MWILLIAMS@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Phil Skidmore	954/924-6800 x3616 pskidmore@daniabeachfl.gov
City of Delray Beach	201 SW 7th St.	Delray Beach 33444	John Bullard	561/243-7319 bullardj@mydelraybeach.com
Town of Davie	3500 NW 76th Avenue	Hollywood, FL 33024	Stanley Ebanks Sotelo	954/327-3750 954/327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Albert Jernej	954/480-4370 ajernej@deerfield-beach.com
City of Fort Lauderdale	949 NW 38th Street	Oakland Park, 33309	Cesar Alza	954/828-7865
City of Hallandale Beach	630 NW 2nd Street	Hallandale 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Carlos Aguilera	954/967-4230 caguilera@hollywoodfl.org
City of Hollywood	1621 N. 14th Avenue	Hollywood 33022	Coy Mathis Attn: Steve Farrell	954/921-3288 cmathis@hollywoodfl.org sfarrell@hollywoodfl.org
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Neil Buckeridge	954/730-2972 nbuckeridge@lauderhill-fl.gov
City Of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@margatefl.com
City Of Miramar	2600 SW 66th Terrace	Miramar 33023	Jeffrey Pinter / Stephen Glatthorn	954/883-6854 jppinter@miramarfl.gov ; 954/883-5143 sglatthorn@miramarfl.gov
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Wisler Pierre-Louis	305/895-9834
City of North Miami Beach*	Norwood Water Plant, 19150 NW 8th Avenue	Miami Gardens 33169	Carlos Carrazana	305/654-6460 Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Brent Watson	561/315-0674 bwatson@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Brent Watson	561/315-0674 bwatson@vpsfl.org
City Of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Juquitta Drieth	954/986-5009 juquitta.drieth@CHZM.com
City of Pompano Beach	301 NE 12th Street	Pompano Beach 33060	Jason Mraz	954/545-7006 Jason.mraz@copbfl.com
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Jim Dolan	954/572-2424 jdolan@sunrisefl.gov
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org
U.S. Water (City of North Lauderdale)	841 NW 71st Avenue	North Lauderdale	Rudy Perez	954/724-7071
Village of Wellington (Pebble)	1100 Wellington Trace	Wellington 33414	Sean McFarland	561/791-2465
Village of Wellington (Granular)	Water Reclamation, 11860 Pierson Rd	Wellington 33414	Bryan Gayoso	561/753-2481

UNIT PRICING PROVIDED IN BID AS OF JULY 11, 2017 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
Broward County Dist. 1	3701 N State Road 7	4,200	\$150.94	\$101.37	\$252.31
Broward County Dist. 2	1390 NE 51 St.	6,300	\$150.94	\$101.37	\$252.31
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$150.94	\$101.37	\$252.31
Town of Davie	3500 NW 76th Avenue, Hollywood	750	\$150.94	\$101.37	\$252.31
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1872	\$150.94	\$101.37	\$252.31
City of Fort Lauderdale	949 NW 38th St., Ft. Lauderdale	11,500	\$150.94	\$101.37	\$252.31
City of Hallandale (2)	215 NW 6th Avenue, Hallandale	900	\$150.94	\$101.37	\$252.31
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1825	\$150.94	\$101.37	\$252.31
City Of Miramar	2600 SW 66th Terrace, Miramar	953	\$150.94	\$101.37	\$252.31
City of North Miami	12098 NW 11th Ave, North Miami	1,440	\$150.94	\$102.08	\$253.02
Village of Palm Springs	360 David Road, Palm Springs	600	\$150.94	\$101.37	\$252.31
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$150.94	\$101.37	\$252.31
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,200	\$150.94	\$101.37	\$252.31
City of Sunrise	4350 Springtree Drive, Sunrise	2,400	\$150.94	\$101.37	\$252.31
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$150.94	\$101.37	\$252.31
U.S. Water (City of North Lauderdale)	841 NW 71st Avenue, North Lauderdale	650	\$150.94	\$101.37	\$252.31
Village of Wellington	1100 Wellington Terrace, Wellington	1,240	\$150.94	\$112.01	\$262.95
TYPE 1A – Foundry/Rice Lime					
City of Dania Beach	1201 Stirling Road, Dania Beach	320	\$150.94	\$101.37	\$252.31
City of Delray Beach	201 SW 7th St., Delray Beach	3,650	\$150.94	\$101.37	\$252.31
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,400	\$150.94	\$101.37	\$252.31
City Of Margate	980 NW 66th Ave, Margate	2,000	\$150.94	\$101.37	\$252.31
City of North Miami Beach (3)	19150 NW 8th Ave, Miami Gardens	3,000	\$150.94	\$102.08	\$253.02
City Of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,500	\$150.94	\$101.37	\$252.31
City of Tamarac	7803 NW 61st Street, Tamarac	1,500	\$150.94	\$101.37	\$252.31
TYPE 2 -- Hi CAL Granular (4)					
Village of Wellington	11860 Pierson Rd., Wellington	20	\$150.94	132.12	\$283.06
Approximate Total Annual Tonnage		52,572			

Delivery Location Special Conditions:

- 1 Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- 2 Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.
- 3 North Miami Beach -- At time of publication, the City of North Miami Beach was in the process of entering into an Agreement for the privatization of their Water Plant Operations. It is not certain if the new contractor will be utilizing the resultant agreement or not. Successful contractor to contact North Miami

- Beach to determine if they will be purchasing Quicklime materials from this Agreement, or if their private contractor will be purchasing on their behalf, or if no further purchases will be made using this Agreement.
- 4 Village of Wellington Utilizes Hi-Cal Granular Quicklime (Type 2). As detailed in specification for Hi-Cal Granular in Invitation for Bid 17-17B.

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**ATTACHMENT B****TRUCK FUEL SURCHARGE SCALE**

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CARMEUSE LIME AND STONE INC.**

THIS AGREEMENT is made and entered into this 23 day of August, 2017 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone Inc., a Pennsylvania Corporation duly registered as a Florida Foreign corporation with principal offices located at 11 Stanwyx Street, 21st Floor, Pittsburgh, Pennsylvania 15222 (the "Contractor") to provide for Furnishing, Delivery and Discharge of HI CAL Bulk Granular Quicklime for the City of Hollywood, Florida through the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 17-22B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Attachment A, "Participating Agencies and Unit Pricing Provided in Bid", which is a schedule of individual agencies participating in the bid and delivered unit pricing for individual delivery locations, and Attachment B, "Trucking Fuel Charge Scale". These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 17-22B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 17-22B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

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

- 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 17-22B, "Furnish, Deliver and Discharge of Quicklime" for the City of Hollywood, Florida, through the City of Tamarac on behalf of the Southeast Florida Governmental Purchasing Cooperative for Type 2 – HI CAL Granular Quicklime.
- 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 2.1.3** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.



- 2.1.4** Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 17-22B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2017 through October 31, 2020. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Attachment A "Participating Agencies and Unit Pricing Provided in Bid", shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 17-22B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Attachment A – Participating Agencies and Unit Pricing. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract,

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges. Initial pricing shall be held firm from November 1, 2017 through December 31, 2017, and shall be based on the actual pricing adjustment submitted in October, 2017. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein. Attachment A, "Participating Agencies and Unit Pricing Provided in Bid" provides the unit pricing submitted as of the bid opening date of July 11, 2017.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Attachment B, "Trucking Surcharge Scale" as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp,

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S.

Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2017, subject to change as detailed in Section 5.1 herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #17-22B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6) Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 17-22B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7) Conditions of Material

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8) Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

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

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered



under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

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

CITY

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

With a copy to City Attorney at the following address:

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

CONTRACTOR

Carmeuse Lime and Stone, Inc.
11 Stanwyx Street, 21st Floor
Pittsburgh, PA 15222
Attn: Jack Fahler, Vice President of Sales &
Marketing
(412) 995-1053 Fax: (412) 995-5585

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

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

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

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

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

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

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



21) Public Records

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

21.1.1 Keep and maintain public records required by the City in order to perform the service;

21.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

21.1.3 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.

21.1.4 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.

21.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

22) 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
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**



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

CITY OF TAMARAC

[Signature]
Harry Dressler, Mayor

August 23 2017

Date

[Signature]
Michael C. Cernech, City Manager

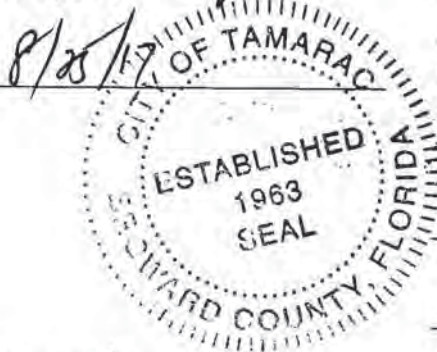
8-24-17

Date

ATTEST:

[Signature]
Patricia A. Teufel, CMC
City Clerk

Date



Approved as to form and legal sufficiency:

[Signature]
City Attorney

Date

8/22/17

ATTEST:

[Signature]
Signature of Corporate Secretary

MARY D. COLIN
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CARMEUSE LIME AND STONE INC.

Company Name

[Signature]
Signature

Jack Fahler, Vice President of Sales & Marketing

7/26/17

Date

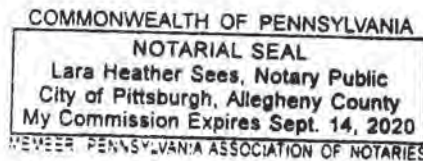


CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :
 COUNTY OF Allegheny : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jack Fahler, Vice President of Sales and Marketing for Carmeuse Lime and Stone, Inc., a Pennsylvania Corporation duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 26th day of July, 2017



[Signature]
 Signature of Notary Public
 State of Pennsylvania at Large
LARA HEATHER SEES
 Print, Type or Stamp
 Name of Notary Public



Personally known to me or
 Produced Identification

personally known
 Type of I.D. Produced

☐ DID take an oath, or

☒ DID NOT take an oath.

ATTACHMENT A**PARTICIPATING AGENCIES AND UNIT PRICING PROVIDED IN BID**

Below is a list of the agencies participating in this Agreement and the respective delivery location:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Hollywood	1621 N. 14 th Avenue	Hollywood 33022	Coy Mathis Attn: Steve Farrell	954/921-3288 cmathis@hollywoodfl.org sfarrell@hollywoodfl.org

UNIT PRICING PROVIDED IN BID AS OF JULY 11, 2017 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
TYPE 2 -- Hi CAL Granular (4)					
City of Hollywood	Wastewater, 1621 N. 14 th Ave, Hollywood	5500	\$175.00	\$89.85	\$264.85
Approximate Total Annual Tonnage		5500			

Delivery Location Special Conditions:

- 4 City of Hollywood Utilizes Hi-Cal Granular Quicklime (Type 2). As detailed in specification for Hi-Cal Granular in Invitation for Bid 17-17B.

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**ATTACHMENT B****TRUCK FUEL SURCHARGE SCALE**

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and SHRIVE CHEMICAL COMPANY (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Sulfuric Acid 93% in Bulk pursuant to ITB #2012-13/18; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning June 1, 2013 and expiring May 31, 2016; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the third (3rd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

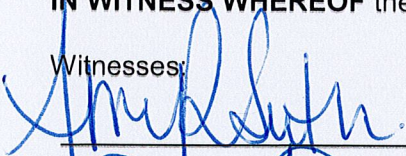
Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

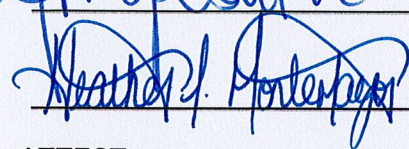
Section 2. The contract renewal term shall begin on June 1, 2018 and will expire on May 31, 2019, (no more renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

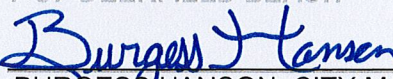
IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:



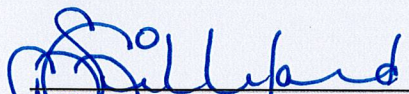


CITY OF DEERFIELD BEACH

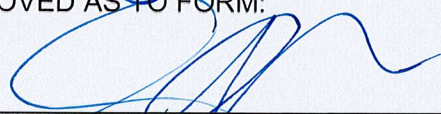
By: 
BURGESS HANSON, CITY MANAGER

Date: 2/15/18

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Kristine Mordant

(Secretary)

(Corporate Seal)

[If not incorporated sign below.]

SHRIEVE CHEMICAL COMPANY
(Name of Corporation)

By Ed Threadgill
(Signature)

EDWARD T. THREADGILL
(Type Name/Title Signed Above)

31st day of JANUARY, 2018.

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN RESOLUTION OF THE CITY COMMISSION THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CALVIN GIORDANO AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2018-2019, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

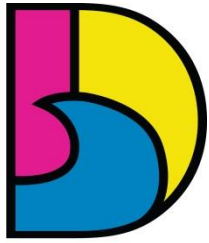
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Agenda Memo-CGA Authorization to Exceed The City's \$25,000.00 Threshold, R-2018-Calvin Gordano Associates Authorization to Exceed \$25K FY 19



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director

DATE: December 11 , 2018

SUBJECT: Approval of a Resolution to Procure Professional Engineering Services from
Calvin Giordano and Associates to Exceed the City's \$25,000.00 Threshold

Public Services Department has been engaging the professional services of Calvin Giordano and Associates (CGA) for professional engineering services for various projects.

Calvin Giordano and Associates was chosen as one of fifteen firms awarded as an approved engineering consultant by the City Commission on October 25, 2016 under RFQ 16-004 under Resolution No. 2016-142.

CGA will be providing engineering services for the NW 1st Watermain Replacement Project in amount of \$39,965.00 therefore, Public Services Department is requesting Commission approval to exceed the City's \$25,000.00 annual per vendor threshold for fiscal year 2018-2019.

Funding for purchases shall be subject to and made within the Public Services Department approved level of the annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Recommendation:

Public Services recommend approval of the Resolution to exceed the City's \$25,000.00 threshold to Calvin Giordano and Associates from available appropriations.

RESOLUTION NO. 2018-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CALVIN GIORDANO AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2018-2019, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Department and other Departments will purchase engineering services from Calvin Giordano and Associates during the fiscal year, which may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City threshold for a single vendor and therefore, City Commission approval is required; and

WHEREAS, Calvin Giordano and Associates was chosen as one of fifteen firms awarded as an approved engineering consultant for continuing contract services by the City Commission on October 25, 2016 pursuant to RFQ No. 16-004 under Resolution No. 2016-142; and

WHEREAS, the Public Services Director has determined that Calvin Giordano and Associates will be needed to provide various professional engineering services; and

WHEREAS, the Public Services Department is seeking approval to exceed Twenty Five Thousand (\$25,000.00) for any necessary future engineering services for Fiscal Year 2018-2019 provided funding is available and appropriated in the current budget year and made in accordance with the City of Dania Beach Purchasing Policy for such fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes professional services by Calvin Giordano and Associates exceeding the annual amount of Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That all Department purchases shall be subject to and made within the approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO(2) FORD TRANSIT 350 VANS AND TWO(2) FORD F-150 PICKUP TRUCKS FOR THE PARKS AND RECREATION DEPARTMENT AND FOUR (4) FORD F-250 PICKUP TRUCKS FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY EIGHT DOLLARS (\$227,188.00) FROM COGGIN FORD WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISING FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFF'S ASSOCIATION ("FSA") CONTRACT 18-VEL26.0; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

PS Memo - 2019 Coggin Ford Fleet Procurment - rsn (Fin Review 11-15-18), R-2018- Coggin Ford PS and P&R Vehicle Fleet Purchase, Exhibit A- FSA Contract 18-VEL26.0



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: November 1, 2018

TO: The Honorable Mayor and Commissioners

TO: Robert Baldwin, City Manager

FROM: Brad Kaine, Public Services Director
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

SUBJECT: Approval of resolution to allow the purchase of vehicles for the Parks and Public Services Departments from Coggin Ford using FSA Contract 18-VEL26.0.

The approved 2019 budget includes \$246,000 to replace vehicles in the Parks and Public Services departments. These vehicles have either exceeded their cost effective lifespan and are therefore being phased out for replacement. The existing vehicles will be auctioned off once the replacement vehicles are received. The following vehicles have been budgeted for purchase:

Vehicle No.	Current Vehicle type	VIN/Serial Number	Funding source	Procurement cost	Replacement Vehicle Type
100	1998 Ford Ranger	1FTYR14UXWPB12431	001-72-02-572-64-20	\$22,064	Ford F-150 Truck
304	2000 Ford Ranger	1FTYR14X6YPA21394	001-72-03-572-64-20	\$22,064	Ford F-150 Truck
New Asset	N/A	N/A	001-72-01-572-64-20	\$31,561	Ford T-350 Van
New Asset	N/A	N/A	001-72-01-572-64-20	\$31,561	Ford T-350 Van
621	2001 Ford F-250	1FTNF20F51EB67155	001-39-06-541-64-20	\$30,000	Ford F-250 utility body
630	2005 Ford F-250	1FTSW20P85EB72321	001-39-06-541-64-20	\$29,969	Ford F-250 lift gate
626	2003 Ford F-250	1FTNF20F93EA63870	001-39-04-539-64-20	\$30,000	Ford F-250 utility body
627	2003 Ford F-250	1FTNF20F03EA63871	001-39-04-539-64-20	\$29,969	Ford F-250 lift gate
Total				\$227,188	

Recommendation:

Staff recommends that the City Commission approves the resolution for the purchase of these vehicles from Coggin Ford by utilizing the pricing under the FSA Contract 18-VEL26.0 the terms and conditions therein and authorize the City Manager to execute same.

RESOLUTION NO. 2018-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) FORD TRANSIT 350 VANS AND TWO (2) FORD F-150 PICKUP TRUCKS FOR THE PARKS AND RECREATION DEPARTMENT, AND FOUR (4) FORD F-250 PICKUP TRUCKS FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED EIGHTY EIGHT DOLLARS (\$227,188.00) FROM COGGIN FORD WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFF'S ASSOCIATION ("FSA") CONTRACT 18-VEL26.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies such as the federal government, State of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, the Director of the Public Services Department has determined that vehicles needed by the Parks and Recreation and Public Services Departments as such vehicles are specified in the title, also can be purchased at the least cost to the City from Coggin Ford by utilizing the pricing under the FSA Contract 18-VEL26.0, attached as Exhibit "A," a copy of which is made a part of and is incorporated into this Resolution by this reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "Whereas" clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Manager is authorized to purchase two (2) Ford Transit 350 vans and two (2) Ford F-150 pickup trucks for the Parks and Recreation Department and four (4) Ford F-250 pickup trucks for the Public Services Department by utilizing the pricing under the FSA Contract 18-VEL26.0 valid through September 30, 2019.

Section 3. That funding for this purchase is available and appropriated in the FY 2018-2019 budget from their respective funding sources and allocations:

Vehicle No.	Current Vehicle type	VIN/Serial Number	Funding source	Procurement cost	Replacement Vehicle Type
100	1998 Ford Ranger	1FTYR14UXWPB12431	001-72-02-572-64-20	\$22,064.00	Ford F-150 Truck
304	2000 Ford Ranger	1FTYR14X6YPA21394	001-72-03-572-64-20	\$22,064.00	Ford F-150 Truck
New Asset	N/A	N/A	001-72-01-572-64-20	\$31,561.00	Ford T-350 Van
New Asset	N/A	N/A	001-72-01-572-64-20	\$31,561.00	Ford T-350 Van
621	2001 Ford F-250	1FTNF20F51EB67155	001-39-06-541-64-20	\$30,000.00	Ford F-250 utility body
630	2005 Ford F-250	1FTSW20P85EB72321	001-39-06-541-64-20	\$29,969.00	Ford F-250 lift gate
626	2003 Ford F-250	1FTNF20F93EA63870	001-39-04-539-64-20	\$30,000.00	Ford F-250 utility body
627	2003 Ford F-250	1FTNF20F03EA63871	001-39-04-539-64-20	\$29,969.00	Ford F-250 lift gate
Total				\$227,188.00	

Section 4. That the City Manager is authorized to purchase the vehicles from Coggin Ford as stipulated above, and the City Commission authorizes the proper City officials to execute such documents as are necessary for the purchase of such vehicles.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>3/4 TON PICKUP TRUCK - 4X2 (Specification #59)</u>			
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Western	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Western	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Northern	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Northern	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Central	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Central	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Southern	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25903)	Southern	-- NB --
Duval Ford LLC	2019 Ford F-250 Super Duty SRW XL (F2A) ★	Western	\$21,848.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty SRW XL (F2A)	Western	\$21,965.00
Duval Ford LLC	2019 Ford F-250 Super Duty SRW XL (F2A) ★	Northern	\$21,848.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty SRW XL (F2A)	Northern	\$21,945.00
Coggin Auto (Ford)	2019 Ford F-250 Super Duty SRW XL (F2A) ★	Central	\$21,945.00
ALT - Duval Ford LLC	2019 Ford F-250 Super Duty SRW XL (F2A)	Central	\$21,998.00
Coggin Auto (Ford)	2019 Ford F-250 Super Duty SRW XL (F2A) ★	Southern	\$22,143.00
ALT - Duval Ford LLC	2019 Ford F-250 Super Duty SRW XL (F2A)	Southern	\$22,180.00
Duval Ford LLC	2019 Ford F-250 Super Duty SRW XLT (F2A)	Western	\$24,788.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty SRW XLT (F2A)	Western	\$26,132.00
Duval Ford LLC	2019 Ford F-250 Super Duty SRW XLT (F2A)	Northern	\$24,788.00

ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty SRW XLT (F2A)	Northern	\$26,100.00
Duval Ford LLC	2019 Ford F-250 Super Duty SRW XLT (F2A)	Central	\$24,938.00
ALT - Prestige Ford	2019 Ford F-250 Super Duty SRW XLT (F2A)	Central	\$25,911.00
Duval Ford LLC	2019 Ford F-250 Super Duty SRW XLT (F2A)	Southern	\$25,120.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty SRW XLT (F2A)	Southern	\$26,232.00
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Western	-- NB --
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Western	-- NB --
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Northern	-- NB --
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Northern	-- NB --
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Central	-- NB --
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Central	-- NB --
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Southern	-- NB --
	2019 GMC Sierra 2500 Heavy Duty 1SA (TC25903)	Southern	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (54119)	Western	\$24,430.00
	2019 Nissan Titan XD S (54119)	Western	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (54119)	Northern	\$24,330.00
	2019 Nissan Titan XD S (54119)	Northern	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (54119)	Central	\$24,292.00
	2019 Nissan Titan XD S (54119)	Central	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (54119)	Southern	\$24,281.00
	2019 Nissan Titan XD S (54119)	Southern	-- NB --
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L62)	Western	\$26,383.00
ALT - Garber Chrysler Dodge Truck, Inc.	2019 Ram 2500 Tradesman (DJ2L62)	Western	\$26,678.00
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L62)	Northern	\$26,208.00
ALT - Garber Chrysler Dodge Truck, Inc.	2019 Ram 2500 Tradesman (DJ2L62)	Northern	\$26,478.00
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L62)	Central	\$26,343.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 2500 Tradesman (DJ2L62)	Central	\$26,414.00
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L62)	Southern	\$26,343.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 2500 Tradesman (DJ2L62)	Southern	\$26,414.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON PICKUP TRUCK - 4X2 SPECIFICATION #59

2019 Ford F-250 Super Duty SRW XL (F2A)

The Ford F-250 Super Duty SRW XL (F2A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

Order Code	Delete Options	Western & Northern	Central & Southern
	AM/FM stereo radio <i>DUVALFORD: 1</i>	NA ¹	NA
	Air conditioning <i>DUVALFORD: 1</i>	NA ¹	NA
66D ¹ 66D ²	Cargo box and rear bumper <i>DUVALFORD: Spare Tire Optional with Pick up Box Delete. 66D/51x included with body options. 7 & 4-way combo trailer tow socket and bracket deleted. 1</i> <i>Pickup Box Delete Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Includes: -Rear Bumper Delete -Spare Wheel, Tire, Carrier & Jack Delete 2</i>	\$200.00 ¹	\$100.00 ²
51X ¹ D51X ²	Full size spare tire and rim <i>DUVALFORD: Spare Tire Optional with Pick up Box Delete. 66D/51x included with body options. 1</i>	\$50.00 ¹	\$50.00 ²
D90L ¹ D85A ²	Power Window & Door Locks <i>DUVALFORD: DELETES: Includes: 1. Accessory delay 2. Manual-folding, manually telescoping, power glass trailer tow mirrors with heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54K) (XL & XLT only) 3. Advanced Security Pack (Incl. SecuriLock® Passive Anti-Theft System (PATS) and Inclination / Intrusion Sensors) 4. Power locks 5. Power Tailgate Lock 6. Power 1st row (front-seat) windows w/one-touch up/down 7. Power 2nd row (rear-seat) windows (Crew Cab) 8. Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (54F) (Lariat only) 9. Remote keyless-entry 10. Upgraded door-trim panel on XL 1</i>	\$315.00 ¹	\$215.00 ²
D90L ¹	Keyless Entry <i>DUVALFORD: Included with 90L delete 1</i> <i>REQ. TO DELETE 85A NOT AVIALBLE TO DELTE BY ITSELF 2</i>	NC ¹	NA ²
D90L ¹	Programmed Key Fobs <i>DUVALFORD: Included with 90L delete 1</i> <i>REQ. TO DELETE 85A NOT AVIALBLE TO DELTE BY ITSELF 2</i>	NC ¹	NA ²

Order Code	Add Options	Western & Northern	Central & Southern
99T ¹ 99T ²	Engine upgrade - specify <i>DUVALFORD: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140). For Engine Idle Shutdown timer add \$249 5-20 Minutes. 1</i> <i>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 2</i>	\$9,100.00 ¹	\$9,119.00 ²
DC7200 ¹ 98R ²	Engine upgrade - specify <i>DUVALFORD: Diesel Engine Care 13 Components covered for 7 years, 8000 hours or 200,000 Miles. Includes \$100 deductible. Add \$755 is Emergency Certification is required. Coverage includes but not limited to: 1. All Internal Lubricated Parts 2. Crankcase Oil Cooler 3. Cylinder Block 4. Cylinder Head Gasket 5. Cylinder Heads 6. EGR Cooler 7. Fuel Injection Pressure Regulator 8. Fuel Injectors 9.Oil Pump 10. Timing Chain (Gears or Belt) 11. Timing Chain Cover 12.Turbocharger 13. Fuel</i>	\$3,450.00 ¹	\$249.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

	Injection Pump ¹ Operator Commanded Regeneration (OCR) ²		
98F ¹ 98F ²	Bi-fuel model - specify DUVALFORD: CNG/Propane Gaseous Engine Prep Package (avail. w/6.2L gas engine only) ¹ CNG/Propane Gaseous Engine Prep Package ²	\$314.00 ¹	\$314.00 ²
98F ¹ 98F ²	CNG model - specify DUVALFORD: CNG/Propane Gaseous Engine Prep Package (avail. w/6.2L gas engine only) ¹	\$314.00 ¹	\$314.00 ²
CNG ¹ 98F/CNG ²	CNG conversion (discuss with dealer) DUVALFORD: Requires 98F/ 6.2L Gas Engine. . 8.2 GGE. For 15.1 GGE Add \$1200. For Long Box 23.5 GGE Add \$2050 ¹ REQ 6.2L V8 ENGINE AND 98F ²	\$11,800.00 ¹	\$15,500.00 ²
LPG ¹	LPG conversion (discuss with dealer) DUVALFORD: Requires 98F. ¹	NA ¹	NA
86M ¹ 86M ²	Battery, auxiliary HD DUVALFORD: Medium Duty Battery (Dual 78 AH; req. 6.2L Gas engine) Standard equipment features: Gasoline engine — 650 CCA, 72-AH single (XL) Diesel engine — 750 CCA, 78-AH dual ¹	\$209.00 ¹	\$209.00 ²
	Increase to 9,200 lbs. GVWR DUVALFORD: 10000 lbs. on Base ¹	NA ¹	Std
52B ¹ 52B ²	Electric brake controller DUVALFORD: Trailer Brake Controller (TBC) (Verified to be compatible w/select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; ; Std when Ultimate Trailer Tow (874) and SYNC® 3 (913) is ordered on XL SRW) ¹	\$269.00 ¹	\$269.00 ²
	Traction control DUVALFORD: AdvanceTrac® with RSC® (Roll Stability Control™) ¹	Std ¹	Std
X3E ¹ X3E ²	Limited slip differential DUVALFORD: Electronic-locking differential X3E with gas engine, X3H with Diesel Engine upgrade. ¹ Electronic-Locking w/3.73 Axle Ratio ²	\$389.00 ¹	\$389.00 ²
96V ¹ F2A/XLT/603A ²	Manufacturer's model upgrade package (specify pkg. bid) DUVALFORD: XL VALUE PACKAGE (96V) Includes: 1. 4.2" Center-stack screen 2. AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab) 3. Bright chrome hub covers and center ornaments (SRW Only) 4. Chrome front and rear step bumper 5. Cruise Control (steering wheel-mounted) 6. SYNC® Options Available: 7. SYNC® 3 (913) NOTE: Does not include rear bumper when ordered w/66D Pickup Box Delete DUVALFORD: STX APPEARANCE PACKAGE (17S) Use \$1659 Not available with: XL Value Package (96V) Includes: 1. AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab) 2. Bright Chrome Grille 3. Bright Hub Covers 4. Chrome Front and Rear Step Bumpers 5. Cruise Control (steering wheel-mounted) 6. STX Fender Vent Badge 7. SYNC® 8. 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F- 350 SRW) 9. LT275/65Rx18E BSW A/S (TCH) ¹ Order Code 603A Includes: -Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. -Transmission: TorqShift-G 6-Spd Auto w/SelectShift -3.73 Axle Ratio -GVWR: 10,000 lb Payload Package -Tires: LT275/65Rx18E BSW A/S -Wheels: 18" Sparkle Silver Painted Cast Aluminum Includes bright hub covers/center ornaments. -Cloth 40/20/40 Split Bench Seat Includes 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar. -Radio: AM/FM Stereo/MP3 Player Includes 5 speakers. -SYNC Communications &	\$999.00 ¹	\$4,400.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

	Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. -SiriusXM Radio ²		
525 ¹ 525 ²	Speed control/tilt steering wheel DUVALFORD: Included in 96v, Tilt and Telescoping steering wheel/column STD ¹	\$234.00 ¹	\$234.00 ²
LS ¹ 4S ²	Bucket seats in lieu of bench seat DUVALFORD: VINYL 40/CONSOLE/40 ¹	\$354.00 ¹	\$514.00 ²
AS ¹	40/20/40 seat in vinyl DUVALFORD: HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only) ¹	Std ¹	Std
1S ¹ 1S ²	40/20/40 seat in cloth DUVALFORD: Cloth 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar ¹	\$99.00 ¹	\$99.00 ²
16F ¹ 16F ²	Carpet in lieu of rubber floor covering DUVALFORD: Requires 17S: STX APPEARANCE PACKAGE (17S), Floor Covering, color-coordinated full carpet with floor mats ¹	\$59.00 ¹	\$59.00 ²
WFM ¹ 16S ²	Floor mats DUVALFORD: WeatherTech Floor mats or equivalent. ¹	\$215.00 ¹	\$89.00 ²
TINT ¹ TINT ²	Deep tinted glass DUVALFORD: Film Dealer Installed. Add \$20 for strip ¹ FOR SUPER CAB OR CREW CAB ADD \$49. DARKEST LEGAL TINT ADD \$50 ²	\$265.00 ¹	\$265.00 ²
	Sliding rear window DUVALFORD: Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L - Power Equipment Group; includes Driver/Passenger sun visors w/illuminated vanity covered, mirrors) Supercab and Crew Cab truck only. Requires factory privacy glass 924 at \$29 and Rear Defroster 43B (included) but \$59 stand alone. ¹	NA ¹	NA
585 ²	AM/FM radio with single CD DUVALFORD: CD Player for all Series deleted for 2019 ¹ CD NO LONGER AVAILABLE. INCLUDES SYNC ENTERTAINMENT ²	NA ¹	\$549.00 ²
	On-Star DUVALFORD: ¹	NA ¹	NA
39s ¹ 39S ²	Satellite radio DUVALFORD: SiriusXM® Radio Note: SiriusXM Traffic and Travel Link® includes a 5-year prepaid subscription. Services are not available in Alaska and Hawaii. Requires. 585 SYNC® or 913 SYNC® 3; adds one (1) I/P mounted center speaker on XLT only. Subscriptions to all SiriusXM® services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc. ¹	\$184.00 ¹	\$184.00 ²
	Side air bags DUVALFORD: Driver and passenger frontal and side airbag/curtain ¹	Std ¹	Std
18B ¹ 18B ²	Cab steps DUVALFORD: Black Platform type ¹ Platform Running Boards ²	\$319.00 ¹	\$319.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

LSL ¹ L-SPOT ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>DUVALFORD: Unity Brand. For LED spotlight add \$200 ¹</i>	\$595.00 ¹	\$525.00 ²
GOLIGHT ¹ LR-SPOT ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>DUVALFORD: For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) ¹</i>	\$796.00 ¹	\$1,020.00 ²
VV ¹ R/V-S ²	Vent visors - stick-on style <i>DUVALFORD: ¹</i> <i>FRONT 2 DOORS~~//~~ ADD \$49 FOR SUPER OR CREW CAB ²</i>	\$175.00 ¹	\$160.00 ²
RS ¹ R/V-F ²	Rainshields - flange style <i>DUVALFORD: ¹</i> <i>FRONT 2 DOORS~~//~~ ADD \$49 FOR SUPER OR CREW CAB ²</i>	\$175.00 ¹	\$169.00 ²
87H ¹ BUGS ²	Bug shield <i>DUVALFORD: HOOD DEFLECTOR ¹</i>	\$129.00 ¹	\$200.00 ²
	Trailer tow mirrors <i>DUVALFORD: Manual Glass when 90L delete option selected ¹</i>	Incl. ¹	Std
WGG-67H ¹ WGG ²	Wrap-around grille guard <i>DUVALFORD: Full Wrap around Grill Guard, Sterling, Westin or Warn brand. Includes winch plate. Requires 67H HD service suspension package at \$124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR) ¹</i> <i>WESTIN SPORTSMAN/STERLING VEHICLE SPECIFIC WRAP AROUND GRILL GUARD,ADD 525 FOR WINCH MOUNT AND PLATE. ~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT**²</i>	\$1,495.00 ¹	\$1,595.00 ²
62X ¹ 62X ²	Heavy duty aluminum tool box <i>DUVALFORD: Cross Body tool box. Optional Dealer installed Deep toolbox \$550. Side Bed mounted 96" top side boxes (each) \$850. For BEDSLIDE HD Use \$1895 ¹</i>	\$574.00 ¹	\$529.00 ²
85L ¹ 85L ²	Bedliner <i>DUVALFORD: Drop IN. ¹</i> <i>PLASTIC DROP IN LINER ²</i>	\$349.00 ¹	\$349.00 ²
85S ¹ 85S ²	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) <i>DUVALFORD: For Linex Brand HD Bed liner, use \$575 ¹</i> <i>FACTORY INSTALLED DEALER INSTALLED 595 ²</i>	\$539.00 ¹	\$539.00 ²
TBM ¹ TBM ²	All terrain tread tires <i>DUVALFORD: LT245 BSW AT 17 ¹</i>	\$164.00 ¹	\$164.00 ²
N2 ¹	Nitrogen filled tires including spare tire <i>DUVALFORD: Replacing the air in your tires, and properly maintaining them with NitroFill can increase your tire life by as much as 50%, increase your fuel economy as much as 10% and decrease your chances of experiencing a tire failure by as much as 75% (source: nitrofill.com) ¹</i>	\$245.00 ¹	NA

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

DCU ¹ S/CP ²	Steel truck cap <i>DUVALFORD: A.R.E. or equivalent "Deluxe Commercial Unit" aluminum caps offered with a broad selection of door and window options, storage configurations, rack choices, and optional equipment for any worksite application. .035 aluminum exterior skin Full length side doors. Welded aluminum frame. Folding T-handles with BOLT One-Key technology 3 Year Warranty Base Unit [Option 1] Double Rear Door Add \$430 [Option 2] Front Window add \$125 [Option 3] Tool Boxes add \$500 Set [Option 4] Center Divider add \$150 [option 5] Ladder Rack add \$495 ¹</i> <i>SWING REAR DOORS W/VERT. GLASS ADD \$488 SPACE KAP OR COMPARABLE-6"(TRANSFERABLE BODY) BODY CAN BE PLACED IN ANY 8' TRUCK BED. EASLIY TRANSFERABLE. ALSO AVAILABLE FOR 8'TRUCK BED~~//~~ ADD CONTRACTOR BIN PACKAGE FOR \$1445 ADD SERVICE PKG FOR \$3100 ~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²</i>	\$2,696.00 ¹	\$10,400.00 ²
	Tow hooks <i>DUVALFORD: STD: ¹</i>	Std ¹	NA
LG12 ¹ 1300LG ²	1,200 lb. lift gate <i>DUVALFORD: Thiemann or Tommy Gate for Pickup bed or Service Body. Add \$650 for Aluminum ¹</i> <i>THIEMANN OR TOMMY LG FOR PICK UP BED, FOR ALUMINUM PLEASE ADD \$650 ~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²</i>	\$3,345.00 ¹	\$3,550.00 ²
8KW ¹ 8K/W ²	8,000 lb. winch with remote <i>DUVALFORD: Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings ¹</i> <i>REQ. WGG GRILL GAURD W/ WINCH PLATE. OPTIONS AVAILABLE CALL DEALER ~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²</i>	\$1,300.00 ¹	\$1,500.00 ²
HDTOW ¹ CV/HITCH ²	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. <i>DUVALFORD: Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add \$245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added ¹</i> <i>TRUCK COMES STND W/ A CLASS V REG HITCH SO ADD \$68 FOR THE BAR & BALL ~~//~~ THIS OPTION IS FOR ADDING CLASS IV HITCH TO ANY OF THE BODIES ADDED TO THE TRUCK. INCLUDES A 2.5 INCH SLEEVE REDUCER~~//~~ PINTLE BALL COMBINATION ADDS\$325 ~~//~~ TOW MIRRORS ARE STND.~~//~~ RECOMMEND ADDING LOCKING DIFFERENTIAL AND FACTORY ELECTRIC BRAKE CONTROLLER. INCLUDES 7-WAY TRAILER PLUG²</i>	\$1,125.00 ¹	\$1,225.00 ²
LINXSB ¹ SPRY/UTB ²	Spray-on bedliner for utility body <i>DUVALFORD: For rear bumper add \$100. For Drop down doors both sides add \$175. HD LINEX Brand. ¹</i> <i>FOR REAR BUMPER ADD \$150, FOR DROP DOWN DOORS ADD \$185 EACH SIDE~~//~~ TOP PACKS ADD \$450 ²</i>	\$935.00 ¹	\$999.00 ²
RSB C2 ¹ 8/UTB ²	Knapheide, Reading or approved equivalent utility body - specify <i>DUVALFORD: Reading Classic II: See (31b) Reading ship through. A60 pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment, 18 ga. doors, rectangular rear lighting. Includes 66D bed credit. ADD \$900 for Aluminum, \$950 for Flip Top Lids. ADD \$495 for Master-locking Rods, Add \$935 for Electric latch magic Remote Locking system, Dome Compartment Lighting \$750. Led's \$940. ¹</i> <i>FLIP TOP LIDS ADD\$ 950 ~~ **CONTACT DEALER FOR MULTI-OPTION</i>	\$7,500.00 ¹	\$7,800.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

	<i>DISCOUNT** 2</i>		
KSB 696J ¹ 8/UTB-14 ²	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact the awarded vendor.) <i>DUVALFORD: Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add \$800, master locks add \$500, cabinet lights \$500, power locks \$850, CONE HOLDER: \$165, HD fold down cone holder: \$325. LED rear LIGHTING \$415. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection. Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit¹</i> <i>8' SERVICE BODY INSTALLED~~/~~ FLIP TOP LIDS ADD \$950~~/~~ MASTERLOCK SYSTEM ADD \$650~~/~~ COMPARTMENT LIGHTS ADD \$550~~/~~ POWER LOCKS ADD \$998~~/~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** 2</i>	\$6,400.00 ¹	\$8,800.00 ²
RSB SL ¹ RSB ²	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact the awarded vendor.) <i>DUVALFORD: Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add \$900. Includes 66d bed credit.¹</i> <i>READING SERIES SLU9 asw WITH COMPLETE STAINLESS STEEL ROTARY LOCKS W/ PADDLE HANDLES OR STAINLESS STEEL 3POINT T-HANDLES LOCKS EXCLUSIVE DUAL-PRO DOOR SEAL SYSTEM STAINLESS STEEL BOLT-ON BLOCK HINGES SEAMLESS WHEEL HOUSE PANEL INCANDESCENT STOP, TAIL, TURN AND CLEARANCE LIGHTS. SLAM ACTION TAILGATE W/ DIAMOND PATTERN FACER & STAINLESS STEEL KNEE BRACE HARDWARE. FOR FLIP TOP LIDS ADD \$950 ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** 2</i>	\$6,600.00 ¹	\$8,800.00 ²
PC ¹	Powder coating for utility body <i>DUVALFORD: Reading Brand only. SERVICE BODY BASE COAT CLEAR COAT PAINT: ADD \$1295. For Two Tone Truck paint Add \$1496, includes top of doors, top of cab and roof¹</i>	Incl. ¹	NA
COVER ¹ FTC ²	Fiberglass tonneau cover (painted to match) <i>DUVALFORD: CENTURY BRAND or equal. May substitute RETRAX MANUAL bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty¹</i> <i>UNDER COVER BLACK COMPOSITE TONNEAU COVER =\$1490, ~~~/~~~ FACTORY HARD TRI-FOLD TONNEAU COVER \$1395~~/~~~ FOR RETRAX BRAND LOCKING RETRACTABLE COVER USE \$1446~~/~~~ ROLL-N-LOCK VEHICLE SPECIFIC LOCKABLE COVER \$1895) ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** 2</i>	\$1,695.00 ¹	\$2,100.00 ²
TOPPER ¹ F/TOP ²	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>DUVALFORD: Century Brand or equal. DuPont/Axalta Automotive Paint Skirted Sides (Most models) Custom Fit Design (Most models) Fiberglass Base Rails Installation Bulb Seal J-Clamp Installation Lifetime Limited Warranty (Refer to Owners Manual) Fixed Front Picture Window Side Windows: Recessed SUV Style with Crank Out and Screens Rear Door: Frameless Curved Glass Rear Door</i>	\$2,015.00 ¹	\$2,650.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

	Hardware: Teardrop Twist Handle Dark Tint on All Glass Excluding Front Window Insulated Roof Interior 12V Dome Light Recessed LED Third Brake Light - Red Lens ¹ FOR ACCESS WINDOWS IN LIEU OF FIXED GLASS ADD \$485 ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²		
942 ¹ 942 ²	Daytime running lights DUVALFORD: ¹	\$44.00 ¹	\$44.00 ²
	Immobilize daytime running lights DUVALFORD: ¹	Std ¹	Std
CS ¹ C/SLDSH ²	Cab shield headache rack (protects back of cab) DUVALFORD: Solid Steel Bulkhead with Mesh Window. Use \$450 when taking credit for stake front. For lighting plates add \$225 ¹ ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²	\$625.00 ¹	\$698.00 ²
PRPU ¹ P/RCKPREP ²	Pipe rack w/expanded metal basket over cab (for pickup bed) DUVALFORD: Custom options available ¹ OPTIONS AVAILABLE PLEASE CALL ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²	\$1,885.00 ¹	\$1,850.00 ²
PRSB ¹ PRSB ²	Pipe rack w/expanded metal basket over cab (for utility body) DUVALFORD: Custom options available ¹ OPTIONS AVAILABLE PLEASE CALL ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²	\$1,995.00 ¹	\$2,100.00 ²
SLR ¹ SLR ²	Single ladder rack side mounted (specify street or curbside) DUVALFORD: Custom options available ¹ STEEL LADDER RACK ~ FOR ALUMINUM ADD \$825~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ²	\$995.00 ¹	\$1,250.00 ²
153 ¹ 153 ²	Front license bracket DUVALFORD: STD ¹	Std ¹	NC ²
76c ¹ 76C ²	Backup alarm, factory installed DUVALFORD: EXTERIOR AUDIBLE DEVICE. OEM Warranty 3/36 ¹	\$139.00 ¹	\$138.00 ²
BUA ¹ BUA ²	Backup alarm, dealer installed DUVALFORD: WHELEN backup alarm recessed and wired with automotive heat tolerant wire and loom. Includes exclusive limited lifetime warranty. ¹	\$125.00 ¹	\$140.00 ²
ANIMALCONTROL ¹ LABOR/4C/SLD/3K//WHLB54 ²	Optional equipment - specify DUVALFORD: 10 compartment with rear storage. [Option 1] \$125 Delete per compartment. [Option 2] For HD stainless steel door (int-door-stnls-8) add \$1800. [Option 3] For High Capacity AC only add \$3800/ \$4650 FOR twin fan condenser. [Option 4] For base-hoist BackSaver Hoist with Large Cage - front passenger compartment add \$3800. [Option 5] Pull out ramp \$650. [Option 6] Polypropylene floor grates (8) \$450. [Option 7] Catch pole holder tube style locking \$300. [Option 8] 2 Slide Out Trays For Storage of 6 Carriers or 4 Traps - Rear passenger side compartment \$650. [Option 9] 6 Carriers For Storage Trays \$550. [Option 10] 4 Traps For Storage Trays \$440. [Option 11] Removable Shelf - animal compartment \$150. [Option 12] Roll Out Tray in Rear Storage Compartment \$500. [Option 13] Rear Blind Spot Mirror \$200. [Option 14] Rear Vision Camera System with 5.6 inch LCD Color Monitor \$695. See 31v.31b, Selection of this option will include drive freight mileage on the odometer from Vendor to customer. ¹ HOURLY RATE ~//~FOUR CORNER STROBES \$785~//~ ~//~VALET KEY \$110 KEY FOB \$275~//~WHELEN 54" FULL LIGHTBAR USE \$2986~ FOR FEDERAL SIGNAL DEDUCT \$500 ²	\$17,150.00 ¹	\$115.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

31V.31B ¹ CAB/BED/UPGRD ²	Optional equipment - specify DUVALFORD: Second Stage Manufacturer ship through for Reading (31b) at \$543 and Knapheide (31v) at \$625. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer. ¹ CAB SIZE UPGRADE: SUPERCAB ~//~ CREW CAB ADD \$1260 ²	\$625.00 ¹	\$2,335.00 ²
SafeT ¹ SAFTY/3CRN/C/STD ²	Optional equipment - specify DUVALFORD: First Aid, Fire Extinguisher and DOT LED rechargeable warning lights; USE \$525. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness aft when stopping) \$229 ¹ SAFETY KIT: 3TRIANGLES, FIRE EXTENGUISHER AND FIRST AID KIT~~~ 3CRN 3200 ELECTRIC CRANE (REQUIRES UTILITY BODY), INCLUDES CRANE REINFORCEMNT, SPRING BUILD UP, MANUAL OURIGGERS & BOOM REST.\$12,000 UTILITY BODY FOR 56" CA F250 12,995 ~~~ C/STD COMPUTER/LAPTOP STAND \$685 ~RECOMMEND POWER INVERTER~~ CALL FOR PRICING~~ ²	\$525.00 ¹	\$269.00 ²
TEMP ¹ TEMP ²	Temporary tag DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions ¹	\$108.00 ¹	\$44.00 ²
TX ¹ TRANS ²	Transfer existing registration (must provide tag number) DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions. [ALT D] Per terms and conditions section 3.22 INSPECTION AND ACCEPTANCE: an Alternative Delivery Destination charge per vehicle of \$487 will be applied to all purchase orders where inspection and acceptance occurs away from the end user's registered address within the state of Florida. For destinations where inspection and acceptance are located outside the Sunshine State contact dealer. This cost derivation is founded using computationally intensive statistical analysis utilizing data inputs such as cost of capital, interest carry on bad debt, delivery variance with outside location, tertiary damage, and fluctuating fuel costs. ¹	\$185.00 ¹	\$189.00 ²
TAG ¹ NEW ²	New state tag (specify state, county, city, sheriff, etc.) DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions ¹	\$230.00 ¹	\$215.00 ²
MP575 ¹ MP ²	Maintenance Plan - specify DUVALFORD: 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2230. 5 Year 75,000 mile Premium Diesel Maintenance plan \$4175. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3525. ADD \$300 FOR Police, Emergency and Fire Use ¹	\$1,860.00 ¹	NA ²
MP675 ¹ MP ²	Maintenance Plan - specify DUVALFORD: 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2280. 6 Year 75,000 mile Premium Diesel Maintenance Plan, \$4215. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3580. ADD \$300 FOR Police, Emergency and Fire Use ¹	\$1,905.00 ¹	NA ²

VEHICLE:	F-250 Super Duty SRW XL (F2A)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Coggin Auto (Ford)	Coggin Auto (Ford)
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$21,848.00	\$21,848.00	\$21,945.00	\$22,143.00

MP610 ¹ MP ²	Maintenance Plan - specify <i>DUVALFORD: 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2845. 6 Year 100,000 mile Premium Diesel Maintenance Plan \$4820. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$4515. ADD \$500 FOR Police, Emergency and Fire Use : ¹</i>	\$2,400.00 ¹	NA ²
EB575 ¹ WAR ²	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2515. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible BASECare plan for Incomplete Gas Vehicles: \$2900. 5 Yr 100,000 mile zero deductible use \$3425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide¹</i>	\$1,855.00 ¹	NA ²
EE575 ¹ WAR ²	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3035. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible EXTRACare plan for Incomplete Gas Vehicles: \$3145. 5 Yr 100,000 mile zero deductible use \$3855. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide¹</i>	\$2,150.00 ¹	NA ²
EP575 ¹ WAR ²	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3645. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible PREMIUMCare plan for Incomplete Gas Vehicles: \$3615. 5 Yr 100,000 mile zero deductible use \$4435. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide¹</i>	\$2,960.00 ¹	NA ²
FB575 ¹ WAR ²	Diesel Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan . 5 Yr 100,000 mile zero deductible use \$2685. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible BASECare plan for Incomplete Diesel Vehicles: \$3125. 5 Yr 100,000 mile zero deductible use \$4150. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide¹</i>	\$1,965.00 ¹	NA ²
FE575 ¹ WAR ²	Diesel Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan . 5 Yr 100,000 mile zero deductible use \$3230. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible EXTRACare plan for Incomplete Diesel Vehicles: \$3410. 5 Yr 100,000 mile zero deductible use \$4725. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide¹</i>	\$2,280.00 ¹	NA ²
FP575 ¹ WAR ²	Diesel Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan . 5 Yr 100,000 mile zero deductible use \$3755. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible PREMIUMCare plan for Incomplete Diesel Vehicles: \$3940. 5 Yr 100,000 mile zero deductible use \$5520. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide¹</i>	\$3,145.00 ¹	NA ²



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON PICKUP TRUCK - 4X2 SPECIFICATION #59

2019 Ford F-250 Super Duty SRW XL (F2A)

(Alternate Dealer Option)

The Ford F-250 Super Duty SRW XL (F2A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Coggin Auto (Ford)	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00

Order Code	Delete Options	Western & Northern	Central & Southern
	AM/FM stereo radio <i>DUVALFORD: 2</i>	NA	NA ²
	Air conditioning <i>DUVALFORD: 2</i>	NA	NA ²
66D ¹ 66D ²	Cargo box and rear bumper <i>Pickup Box Delete Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Includes: -Rear Bumper Delete -Spare Wheel, Tire, Carrier & Jack Delete 1</i> <i>DUVALFORD: Spare Tire Optional with Pick up Box Delete. 66D/51x included with body options. 7 & 4-way combo trailer tow socket and bracket deleted. 2</i>	\$100.00 ¹	\$200.00 ²
D51X ¹ 51X ²	Full size spare tire and rim <i>DUVALFORD: Spare Tire Optional with Pick up Box Delete. 66D/51x included with body options. 2</i>	\$50.00 ¹	\$50.00 ²
D85A ¹ D90L ²	Power Window & Door Locks <i>DUVALFORD: DELETES: Includes: 1. Accessory delay 2. Manual-folding, manually telescoping, power glass trailer tow mirrors with heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54K) (XL & XLT only) 3. Advanced Security Pack (Incl. SecuriLock® Passive Anti-Theft System (PATS) and Inclination / Intrusion Sensors) 4. Power locks 5. Power Tailgate Lock 6. Power 1st row (front-seat) windows w/one-touch up/down 7. Power 2nd row (rear-seat) windows (Crew Cab) 8. Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (54F) (Lariat only) 9. Remote keyless-entry 10. Upgraded door-trim panel on XL 2</i>	\$215.00 ¹	\$315.00 ²
D90L ²	Keyless Entry <i>REQ. TO DELETE 85A NOT AVIALBLE TO DELTE BY ITSELF 1</i> <i>DUVALFORD: Included with 90L delete 2</i>	NA ¹	NC ²
D90L ²	Programmed Key Fobs <i>REQ. TO DELETE 85A NOT AVIALBLE TO DELTE BY ITSELF 1</i> <i>DUVALFORD: Included with 90L delete 2</i>	NA ¹	NC ²

Order Code	Add Options	Western & Northern	Central & Southern
99T ¹ 99T ²	Engine upgrade - specify <i>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 1</i> <i>DUVALFORD: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140). For Engine Idle Shutdown timer add \$249 5-20 Minutes. 2</i>	\$9,119.00 ¹	\$9,100.00 ²
98R ¹ DC7200 ²	Engine upgrade - specify <i>Operator Commanded Regeneration (OCR) 1</i> <i>DUVALFORD: Diesel Engine Care 13 Components covered for 7 years, 8000 hours or 200,000 Miles. Includes \$100 deductible. Add \$755 is Emergency Certification is required. Coverage includes but not limited to: 1. All Internal Lubricated Parts 2. Crankcase Oil Cooler 3. Cylinder Block 4. Cylinder Head Gasket 5. Cylinder Heads 6. EGR Cooler 7. Fuel Injection Pressure Regulator 8. Fuel Injectors 9.Oil Pump 10.</i>	\$249.00 ¹	\$3,450.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Coggin Auto (Ford)	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00

	Timing Chain (Gears or Belt) 11. Timing Chain Cover 12. Turbocharger 13. Fuel Injection Pump 2		
98F ¹ 98F ²	Bi-fuel model - specify CNG/Propane Gaseous Engine Prep Package 1 DUVALFORD: CNG/Propane Gaseous Engine Prep Package (avail. w/6.2L gas engine only) 2	\$314.00 ¹	\$314.00 ²
98F ¹ 98F ²	CNG model - specify DUVALFORD: CNG/Propane Gaseous Engine Prep Package (avail. w/6.2L gas engine only) 2	\$314.00 ¹	\$314.00 ²
98F/CNG ¹ CNG ²	CNG conversion (discuss with dealer) REQ 6.2L V8 ENGINE AND 98F ¹ DUVALFORD: Requires 98F/ 6.2L Gas Engine. . 8.2 GGE. For 15.1 GGE Add \$1200. For Long Box 23.5 GGE Add \$2050 2	\$15,500.00 ¹	\$11,800.00 ²
LPG ²	LPG conversion (discuss with dealer) DUVALFORD: Requires 98F. 2	NA	NA ²
86M ¹ 86M ²	Battery, auxiliary HD DUVALFORD: Medium Duty Battery (Dual 78 AH; req. 6.2L Gas engine) Standard equipment features: Gasoline engine — 650 CCA, 72-AH single (XL) Diesel engine — 750 CCA, 78-AH dual 2	\$209.00 ¹	\$209.00 ²
	Increase to 9,200 lbs. GVWR DUVALFORD: 10000 lbs. on Base 2	Std	NA ²
52B ¹ 52B ²	Electric brake controller DUVALFORD: Trailer Brake Controller (TBC) (Verified to be compatible w/select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; ; Std when Ultimate Trailer Tow (874) and SYNC® 3 (913) is ordered on XL SRW) 2	\$269.00 ¹	\$269.00 ²
	Traction control DUVALFORD: AdvanceTrac® with RSC® (Roll Stability Control™) 2	Std	Std ²
X3E ¹ X3E ²	Limited slip differential Electronic-Locking w/3.73 Axle Ratio 1 DUVALFORD: Electronic-locking differential X3E with gas engine, X3H with Diesel Engine upgrade. 2	\$389.00 ¹	\$389.00 ²
F2A/XLT/603A ¹ 96V ²	Manufacturer's model upgrade package (specify pkg. bid) Order Code 603A Includes: -Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. -Transmission: TorqShift-G 6-Spd Auto w/SelectShift -3.73 Axle Ratio -GVWR: 10,000 lb Payload Package -Tires: LT275/65Rx18E BSW A/S -Wheels: 18" Sparkle Silver Painted Cast Aluminum Includes bright hub covers/center ornaments. -Cloth 40/20/40 Split Bench Seat Includes 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar. -Radio: AM/FM Stereo/MP3 Player Includes 5 speakers. -SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. -SiriusXM Radio ¹ DUVALFORD: XL VALUE PACKAGE (96V) Includes: 1. 4.2" Center-stack screen 2. AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab) 3. Bright chrome hub covers and center ornaments (SRW Only) 4. Chrome front and rear step bumper 5. Cruise Control (steering wheel-mounted) 6. SYNC® Options Available: 7. SYNC® 3 (913) NOTE: Does not include rear bumper when ordered w/66D Pickup Box Delete DUVALFORD: STX APPEARANCE PACKAGE (17S) Use \$1659 Not available with: XL Value Package (96V) Includes: 1. AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab) 2. Bright Chrome Grille 3. Bright Hub Covers	\$4,400.00 ¹	\$999.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Coggin Auto (Ford)	Duval Ford LLC	Duval Ford LLC
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	4. Chrome Front and Rear Step Bumpers 5. Cruise Control (steering wheel-mounted) 6. STX Fender Vent Badge 7. SYNC® 8. 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F- 350 SRW) 9. LT275/65Rx18E BSW A/S (TCH) 2		
525 1 525 2	Speed control/tilt steering wheel DUVALFORD: Included in 96v, Tilt and Telescoping steering wheel/column STD 2	\$234.00 1	\$234.00 2
4S 1 LS 2	Bucket seats in lieu of bench seat DUVALFORD: VINYL 40/CONSOLE/40 2	\$514.00 1	\$354.00 2
AS 2	40/20/40 seat in vinyl DUVALFORD: HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only) 2	Std	Std 2
1S 1 1S 2	40/20/40 seat in cloth DUVALFORD: Cloth 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar 2	\$99.00 1	\$99.00 2
16F 1 16F 2	Carpet in lieu of rubber floor covering DUVALFORD: Requires 17S: STX APPEARANCE PACKAGE (17S), Floor Covering, color-coordinated full carpet with floor mats 2	\$59.00 1	\$59.00 2
16S 1 WFM 2	Floor mats DUVALFORD: WeatherTech Floor mats or equivalent. 2	\$89.00 1	\$215.00 2
TINT 1 TINT 2	Deep tinted glass FOR SUPER CAB OR CREW CAB ADD \$49. DARKEST LEGAL TINT ADD \$50 1 DUVALFORD: Film Dealer Installed. Add \$20 for strip 2	\$265.00 1	\$265.00 2
	Sliding rear window DUVALFORD: Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L - Power Equipment Group; includes Driver/Passenger sun visors w/illuminated vanity covered, mirrors) Supercab and Crew Cab truck only. Requires factory privacy glass 924 at \$29 and Rear Defroster 43B (included) but \$59 stand alone. 2	NA	NA 2
585 1	AM/FM radio with single CD CD NO LONGER AVAILABLE. INCLUDES SYNC ENTERTAINMENT 1 DUVALFORD: CD Player for all Series deleted for 2019 2	\$549.00 1	NA 2
	On-Star DUVALFORD: 2	NA	NA 2
39S 1 39s 2	Satellite radio DUVALFORD: SiriusXM® Radio Note: SiriusXM Traffic and Travel Link® includes a 5-year prepaid subscription. Services are not available in Alaska and Hawaii. Requires. 585 SYNC® or 913 SYNC® 3; adds one (1) I/P mounted center speaker on XLT only. Subscriptions to all SiriusXM® services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc. 2	\$184.00 1	\$184.00 2
	Side air bags DUVALFORD: Driver and passenger frontal and side airbag/curtain 2	Std	Std 2
18B 1 18B 2	Cab steps Platform Running Boards 1 DUVALFORD: Black Platform type 2	\$319.00 1	\$319.00 2

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)			
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ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00

L-SPOT ¹ LSL ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>DUVALFORD: Unity Brand. For LED spotlight add \$200²</i>	\$525.00 ¹	\$595.00 ²
LR-SPOT ¹ GOLIGHT ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>DUVALFORD: For remote operated Go-Light (specify location for mounting: cab or body area pole mounted)²</i>	\$1,020.00 ¹	\$796.00 ²
R/V-S ¹ VV ²	Vent visors - stick-on style <i>FRONT 2 DOORS~~//~~ ADD \$49 FOR SUPER OR CREW CAB¹</i> <i>DUVALFORD:²</i>	\$160.00 ¹	\$175.00 ²
R/V-F ¹ RS ²	Rainshields - flange style <i>FRONT 2 DOORS~~//~~ ADD \$49 FOR SUPER OR CREW CAB¹</i> <i>DUVALFORD:²</i>	\$169.00 ¹	\$175.00 ²
BUGS ¹ 87H ²	Bug shield <i>DUVALFORD: HOOD DEFLECTOR²</i>	\$200.00 ¹	\$129.00 ²
	Trailer tow mirrors <i>DUVALFORD: Manual Glass when 90L delete option selected²</i>	Std	Incl. ²
WGG ¹ WGG-67H ²	Wrap-around grille guard <i>WESTIN SPORTSMAN/STERLING VEHICLE SPECIFIC WRAP AROUND GRILL GUARD,ADD 525 FOR WINCH MOUNT AND PLATE. ~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT**¹</i> <i>DUVALFORD: Full Wrap around Grill Guard, Sterling, Westin or Warn brand. Includes winch plate. Requires 67H HD service suspension package at \$124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR)²</i>	\$1,595.00 ¹	\$1,495.00 ²
62X ¹ 62X ²	Heavy duty aluminum tool box <i>DUVALFORD: Cross Body tool box. Optional Dealer installed Deep toolbox \$550. Side Bed mounted 96" top side boxes (each) \$850. For BEDSLIDE HD Use \$1895²</i>	\$529.00 ¹	\$574.00 ²
85L ¹ 85L ²	Bedliner <i>PLASTIC DROP IN LINER¹</i> <i>DUVALFORD: Drop IN.²</i>	\$349.00 ¹	\$349.00 ²
85S ¹ 85S ²	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) <i>FACTORY INSTALLED DEALER INSTALLED 595¹</i> <i>DUVALFORD: For Linex Brand HD Bed liner, use \$575²</i>	\$539.00 ¹	\$539.00 ²
TBM ¹ TBM ²	All terrain tread tires <i>DUVALFORD: LT245 BSW AT 17²</i>	\$164.00 ¹	\$164.00 ²
N2 ²	Nitrogen filled tires including spare tire <i>DUVALFORD: Replacing the air in your tires, and properly maintaining them with NitroFill can increase your tire life by as much as 50%, increase your fuel economy as much as 10% and decrease your chances of experiencing a tire failure by as much as 75% (source: nitrofill.com)²</i>	NA	\$245.00 ²
S/CP ¹ DCU ²	Steel truck cap <i>SWING REAR DOORS W/VERT. GLASS ADD \$488 SPACE KAP OR COMPARABLE-6" (TRANSFERABLE BODY) BODY CAN BE PLACED IN ANY 8' TRUCK BED. EASILY TRANSFERABLE. ALSO AVAILABLE FOR 8'TRUCK BED~~//~~ ADD CONTRACTOR BIN PACKAGE FOR \$1445 ADD SERVICE PKG FOR \$3100 ~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT**¹</i>	\$10,400.00 ¹	\$2,696.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)			
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BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00

	DUVALFORD: A.R.E. or equivalent "Deluxe Commercial Unit" aluminum caps offered with a broad selection of door and window options, storage configurations, rack choices, and optional equipment for any worksite application. .035 aluminum exterior skin Full length side doors. Welded aluminum frame. Folding T-handles with BOLT One-Key technology 3 Year Warranty Base Unit [Option 1] Double Rear Door Add \$430 [Option 2] Front Window add \$125 [Option 3] Tool Boxes add \$500 Set [Option 4] Center Divider add \$150 {option 5] Ladder Rack add \$495 ²		
	Tow hooks DUVALFORD: STD: ²	NA	Std ²
1300LG ¹ LG12 ²	1,200 lb. lift gate THIEMAN OR TOMMY LG FOR PICK UP BED, FOR ALUMINUM PLEASE ADD \$650 ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Thiemman or Tommy Gate for Pickup bed or Service Body. Add \$650 for Aluminum ²	\$3,550.00 ¹	\$3,345.00 ²
8K/W ¹ 8KW ²	8,000 lb. winch with remote REQ. WGG GRILL GAURD W/ WINCH PLATE. OPTIONS AVAILABLE CALL DEALER ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings ²	\$1,500.00 ¹	\$1,300.00 ²
CV/HITCH ¹ HDTOW ²	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. TRUCK COMES STND W/ A CLASS V REG HITCH SO ADD \$68 FOR THE BAR & BALL ~//~ THIS OPTION IS FOR ADDING CLASS IV HITCH TO ANY OF THE BODIES ADDED TO THE TRUCK. INCLUDES A 2.5 INCH SLEEVE REDUCER~//~ PINTLE BALL COMBINATION ADDS \$325 ~//~ TOW MIRRORS ARE STND.~//~ RECOMMEND ADDING LOCKING DIFFERENTIAL AND FACTORY ELECTRIC BRAKE CONTROLLER. INCLUDES 7-WAY TRAILER PLUG ³ DUVALFORD: Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add \$245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added ²	\$1,225.00 ¹	\$1,125.00 ²
SPRY/UTB ¹ LINXSB ²	Spray-on bedliner for utility body FOR REAR BUMPER ADD \$150, FOR DROP DOWN DOORS ADD \$185 EACH SIDE~//~ TOP PACKS ADD \$450 ¹ DUVALFORD: For rear bumper add \$100. For Drop down doors both sides add \$175. HD LINEX Brand. ²	\$999.00 ¹	\$935.00 ²
8/UTB ¹ RSB C2 ²	Knapheide, Reading or approved equivalent utility body - specify FLIP TOP LIDS ADD \$ 950 ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Reading Classic II: See (31b) Reading ship through. A60 pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment, 18 ga. doors, rectangular rear lighting. Includes 66D bed credit. ADD \$900 for Aluminum, \$950 for Flip Top Lids. ADD \$495 for Master-locking Rods, Add \$935 for Electric latch magic Remote Locking system, Dome Compartment Lighting \$750. Led's \$940. ²	\$7,800.00 ¹	\$7,500.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)				
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ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00	
8/UTB-14 ¹ KSB 696J ²	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact the awarded vendor.) 8' SERVICE BODY INSTALLED~~//~~ FLIP TOP LIDS ADD \$950~~//~~ MASTERLOCK SYSTEM ADD \$650~~//~~COMPARTMENT LIGTHS ADD \$550~~//~~POWER LOCKS ADD \$998~~//~~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add \$800, master locks add \$500, cabinet lights \$500, power locks \$850, CONE HOLDER: \$165, HD fold down cone holder: \$325. LED rear LIGHTING \$415. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit ²			\$8,800.00 ¹	\$6,400.00 ²
RSB ¹ RSB SL ²	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact the awarded vendor.) READING SERIES SLU9 asw WITH COMPLETE STAINLESS STEEL ROTARY LOCKS W/ PADDLE HANDLES OR STAINLESS STEEL 3POINT T-HANDLES LOCKS EXCLUSIVE DUAL-PRO DOOR SEAL SYSTEM STAINLESS STEEL BOLT-ON BLOCK HINGES SEAMLESS WHEEL HOUSE PANEL INCANDECENT STOP, TAIL, TIRN AND CLEARANCE LIGHTS. SLAM ACTION TAILGATE W/ DIAMOND PATTERN FACER & STIANLESS STEEL KNEE BRACE HARDWARE. FOR FLIP TOP LIDS ADD \$950 ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add \$900. Includes 66d bed credit. ²			\$8,800.00 ¹	\$6,600.00 ²
PC ²	Powder coating for utility body DUVALFORD: Reading Brand only. SERVICE BODY BASE COAT CLEAR COAT PAINT: ADD \$1295. For Two Tone Truck paint Add \$1496, includes top of doors, top of cab and roof ²			NA	Incl. ²
FTC ¹ COVER ²	Fiberglass tonneau cover (painted to match) UNDER COVER BLACK COMPOSITE TONNEAU COVER =\$1490, ~~//~~ FACTORY HARD TRI-FOLD TONNEAU COVER \$1395~~//~~ FOR RETRAX BRAND LOCKING RETRACTABLE COVER USE \$1446~~//~~ ROLL-N-LOCK VEHICLE SPECIFIC LOCKABLE COVER \$1895) ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: CENTURY BRAND or equal. May substitute RETRAX MANUAL bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover •Low Profile Design • Opens and Closes Easily With One Hand •Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snapsor Springs • Clamp-on Design • Key Lockable In Any Position •Secures Your Valuable Cargo • Unlimited Hauling Flexibility •Strong Enough To Stand On • UV Protected • No Maintenance •Great For 5th Wheel Towing • Limited Lifetime Warranty ²			\$2,100.00 ¹	\$1,695.00 ²
F/TOP ¹ TOPPER ²	Fiberglass cab high topper with front, side and rear windows (painted to match) FOR ACCESS WINDOWS IN LIEU OF FIXED GLASS ADD \$485 ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Century Brand or equal. DuPont/Axalta Automotive Paint Skirted Sides (Most models) Custom Fit Design (Most models) Fiberglass Base Rails Installation Bulb Seal J-Clamp Installation Lifetime Limited Warranty (Refer to Owners Manual) Fixed Front Picture Window Side Windows: Recessed SUV Style			\$2,650.00 ¹	\$2,015.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)			
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	with Crank Out and Screens Rear Door: Frameless Curved Glass Rear Door Hardware: Teardrop Twist Handle Dark Tint on All Glass Excluding Front Window Insulated Roof Interior 12V Dome Light Recessed LED Third Brake Light - Red Lens ²		
942 ¹ 942 ²	Daytime running lights DUVALFORD: ²	\$44.00 ¹	\$44.00 ²
	Immobilize daytime running lights DUVALFORD: ²	Std	Std ²
C/SLDSH ¹ CS ²	Cab shield headache rack (protects back of cab) ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Solid Steel Bulkhead with Mesh Window. Use \$450 when taking credit for stake front. For lighting plates add \$225 ²	\$698.00 ¹	\$625.00 ²
P/RCKPREP ¹ PRPU ²	Pipe rack w/expanded metal basket over cab (for pickup bed) OPTIONS AVAILABLE PLEASE CALL ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Custom options available ²	\$1,850.00 ¹	\$1,885.00 ²
PRSB ¹ PRSB ²	Pipe rack w/expanded metal basket over cab (for utility body) OPTIONS AVAILABLE PLEASE CALL ~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Custom options available ²	\$2,100.00 ¹	\$1,995.00 ²
SLR ¹ SLR ²	Single ladder rack side mounted (specify street or curbside) STEEL LADDER RACK ~ FOR ALUMINUM ADD \$825~ **CONTACT DEALER FOR MULTI-OPTION DISCOUNT** ¹ DUVALFORD: Custom options available ²	\$1,250.00 ¹	\$995.00 ²
153 ¹ 153 ²	Front license bracket DUVALFORD: STD ²	NC ¹	Std ²
76C ¹ 76c ²	Backup alarm, factory installed DUVALFORD: EXTERIOR AUDIBLE DEVICE. OEM Warranty 3/36 ²	\$138.00 ¹	\$139.00 ²
BUA ¹ BUA ²	Backup alarm, dealer installed DUVALFORD: WHELEN backup alarm recessed and wired with automotive heat tolerant wire and loom. Includes exclusive limited lifetime warranty. ²	\$140.00 ¹	\$125.00 ²
LABOR/4C/SLD/3K//WHLB54 ¹ ANIMALCONTROL ²	Optional equipment - specify HOURLY RATE ~//~FOUR CORNER STROBES \$785~//~ **VALET KEY \$110 KEY FOB \$275~//~WHELEN 54" FULL LIGHTBAR USE \$2986~ FOR FEDERAL SIGNAL DEDUCT \$500 ¹ DUVALFORD: 10 compartment with rear storage. [Option 1] \$125 Delete per compartment. [Option 2] For HD stainless steel door (int-door-stnls-8) add \$1800. [Option 3] For High Capacity AC only add \$3800/ \$4650 FOR twin fan condenser. [Option 4] For base-hoist BackSaver Hoist with Large Cage - front passenger compartment add \$3800. [Option 5] Pull out ramp \$650. [Option 6] Polypropylene floor grates (8) \$450. [Option 7] Catch pole holder tube style locking \$300. [Option 8] 2 Slide Out Trays For Storage of 6 Carriers or 4 Traps - Rear passenger side compartment \$650. [Option 9] 6 Carriers For Storage Trays \$550. [Option 10] 4 Traps For Storage Trays \$440. [Option 11] Removable Shelf - animal compartment \$150. [Option 12] Roll Out Tray in Rear Storage Compartment \$500. [Option 13] Rear Blind Spot Mirror \$200. [Option 14] Rear Vision Camera System with 5.6 inch LCD Color Monitor \$695. See 31v.31b, Selection of this option will include drive freight mileage on the odometer from Vendor to customer. ²	\$115.00 ¹	\$17,150.00 ²

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ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00

CAB/BED/UPGRD ¹ 31V.31B ²	Optional equipment - specify CAB SIZE UPGRADE: SUPERCAB ~~/~ CREW CAB ADD \$1260 ¹ DUVALFORD: Second Stage Manufacturer ship through for Reading (31b) at \$543 and Knapheide (31v) at \$625. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer. ²	\$2,335.00 ¹	\$625.00 ²
SAFTY/3CRN/C/STD ¹ SafeT ²	Optional equipment - specify SAFETY KIT: 3TRIANGLES, FIRE EXTENGUISHER AND FIRST AID KIT~~~ 3CRN 3200 ELECTRIC CRANE (REQUIRES UTILITY BODY), INCLUDES CRANE REINFORCEMNT, SPRING BUILD UP, MANUAL OURIGGERS & BOOM REST.\$12,000 UTILITY BODY FOR 56" CA F250 12,995 ~~~ C/STD COMPUTER/LAPTOP STAND \$685 ~RECOMMEND POWER INVERTER~~ CALL FOR PRICING~~ ¹ DUVALFORD: First Aid, Fire Extinguisher and DOT LED rechargeable warning lights; USE \$525. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness aft when stopping) \$229 ²	\$269.00 ¹	\$525.00 ²
TEMP ¹ TEMP ²	Temporary tag DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions ²	\$44.00 ¹	\$108.00 ²
TRANS ¹ TX ²	Transfer existing registration (must provide tag number) DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions. [ALT D] Per terms and conditions section 3.22 INSPECTION AND ACCEPTANCE: an Alternative Delivery Destination charge per vehicle of \$487 will be applied to all purchase orders where inspection and acceptance occurs away from the end user's registered address within the state of Florida. For destinations where inspection and acceptance are located outside the Sunshine State contact dealer. This cost derivation is founded using computationally intensive statistical analysis utilizing data inputs such as cost of capital, interest carry on bad debt, delivery variance with outside location, tertiary damage, and fluctuating fuel costs. ²	\$189.00 ¹	\$185.00 ²
NEW ¹ TAG ²	New state tag (specify state, county, city, sheriff, etc.) DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions ²	\$215.00 ¹	\$230.00 ²
MP ¹ MP575 ²	Maintenance Plan - specify DUVALFORD: 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2230. 5 Year 75,000 mile Premium Diesel Maintenance plan \$4175. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3525. ADD \$300 FOR Police, Emergency and Fire Use ²	NA ¹	\$1,860.00 ²
MP ¹ MP675 ²	Maintenance Plan - specify DUVALFORD: 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2280. 6 Year 75,000 mile Premium Diesel Maintenance Plan, \$4215. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3580. ADD \$300 FOR Police, Emergency and Fire Use ²	NA ¹	\$1,905.00 ²

VEHICLE:	F-250 Super Duty SRW XL (F2A) (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Coggin Auto (Ford)	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$21,965.00	\$21,945.00	\$21,998.00	\$22,180.00

MP ¹ MP610 ²	Maintenance Plan - specify <i>DUVALFORD: 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2845. 6 Year 100,000 mile Premium Diesel Maintenance Plan \$4820. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$4515. ADD \$500 FOR Police, Emergency and Fire Use : 2</i>	NA ¹	\$2,400.00 ²
WAR ¹ EB575 ²	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2515. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible BASECare plan for Incomplete Gas Vehicles: \$2900. 5 Yr 100,000 mile zero deductible use \$3425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide²</i>	NA ¹	\$1,855.00 ²
WAR ¹ EE575 ²	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3035. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible EXTRACare plan for Incomplete Gas Vehicles: \$3145. 5 Yr 100,000 mile zero deductible use \$3855. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide²</i>	NA ¹	\$2,150.00 ²
WAR ¹ EP575 ²	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3645. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible PREMIUMCare plan for Incomplete Gas Vehicles: \$3615. 5 Yr 100,000 mile zero deductible use \$4435. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide²</i>	NA ¹	\$2,960.00 ²
WAR ¹ FB575 ²	Diesel Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan . 5 Yr 100,000 mile zero deductible use \$2685. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible BASECare plan for Incomplete Diesel Vehicles: \$3125. 5 Yr 100,000 mile zero deductible use \$4150. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide²</i>	NA ¹	\$1,965.00 ²
WAR ¹ FE575 ²	Diesel Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan . 5 Yr 100,000 mile zero deductible use \$3230. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible EXTRACare plan for Incomplete Diesel Vehicles: \$3410. 5 Yr 100,000 mile zero deductible use \$4725. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide²</i>	NA ¹	\$2,280.00 ²
WAR ¹ FP575 ²	Diesel Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan . 5 Yr 100,000 mile zero deductible use \$3755. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible PREMIUMCare plan for Incomplete Diesel Vehicles: \$3940. 5 Yr 100,000 mile zero deductible use \$5520. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide²</i>	NA ¹	\$3,145.00 ²



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>15 PASSENGER VAN LOW/STD ROOF (Specification #45)</u>			
Stingray Chevrolet LLC	2019 Chevrolet Express LS 3500 (CG33706)	★ Western	\$27,585.00
ALT - Coggin Chevrolet	2019 Chevrolet Express LS 3500 (CG33706)	Western	\$27,662.00
Coggin Chevrolet	2019 Chevrolet Express LS 3500 (CG33706)	★ Northern	\$27,542.00
ALT - Stingray Chevrolet LLC	2019 Chevrolet Express LS 3500 (CG33706)	Northern	\$27,585.00
Stingray Chevrolet LLC	2019 Chevrolet Express LS 3500 (CG33706)	★ Central	\$27,385.00
ALT - Coggin Chevrolet	2019 Chevrolet Express LS 3500 (CG33706)	Central	\$27,565.00
Stingray Chevrolet LLC	2019 Chevrolet Express LS 3500 (CG33706)	★ Southern	\$27,385.00
ALT - Auto Nation Chevrolet Pembroke Pines	2019 Chevrolet Express LS 3500 (CG33706)	Southern	\$27,484.00
Duval Ford LLC	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Western	\$28,793.00
ALT - Coggin Auto (Ford)	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Western	\$28,883.00
Coggin Auto (Ford)	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Northern	\$28,883.00
ALT - Garber Ford Inc	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Northern	\$28,977.00
Prestige Ford	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Central	\$28,774.00
ALT - Coggin Auto (Ford)	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Central	\$28,883.00
Coggin Auto (Ford)	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Southern	\$28,883.00
ALT - Prestige Ford	2019 Ford T-350 Transit XL Wagon (X2Z)/96P	Southern	\$28,994.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Savana LS 3500 (TG33706)	Western	\$28,194.00
	2019 GMC Savana LS 3500 (TG33706)	Western	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Savana LS 3500 (TG33706)	Northern	\$27,894.00
	2019 GMC Savana LS 3500 (TG33706)	Northern	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Savana LS 3500 (TG33706)	Central	\$27,894.00
	2019 GMC Savana LS 3500 (TG33706)	Central	-- NB --

Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Savana LS 3500 (TG33706)	Southern	\$27,894.00
	2019 GMC Savana LS 3500 (TG33706)	Southern	-- NB --



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

15 PASSENGER VAN LOW/STD ROOF SPECIFICATION #45

2019 Ford T-350 Transit XL Wagon (X2Z)/96P

The Ford T-350 Transit XL Wagon (X2Z)/96P purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P			
DEALER:	Duval Ford LLC	Coggin Auto (Ford)	Prestige Ford	Coggin Auto (Ford)
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00

Order Code	Delete Options	Western	Northern & Southern	Central
	GM Models - 12 passenger seating (keeps extended wheelbase) in lieu of 15 passenger seating	NA	NA	NA
	GM Models - Delete to 5 passenger crew van	NA	NA	NA
	Power windows/door locks	NA	NA	NA
	High capacity air conditioning	NA	NA	NA
	On-Star	NA	NA	NA

Order Code	Add Options	Western	Northern & Southern	Central
99G ¹ 99G ² 99G ³	Engine upgrade - specify DUVALFORD: 3.5L EcoBoost® V6. Includes SEIC capability ¹ Engine: 3.5L EcoBoost V6 Includes SEIC capability. Includes: -3.31 Axle Ratio ² 3.5 ECO BOOST ³	\$1,864.00 ¹	\$1,864.00 ²	\$1,864.00 ³
99V ¹ 99V ² 99V ³	Engine upgrade - specify DUVALFORD: Engine: 3.2L Powerstroke I5 Diesel, Includes PTC heater and SEIC capability. Includes: -Cruise Control w/Message Center Includes full trip computer and engine-hour meter. -Dual Heavy-Duty Batteries 70 amp-hr each. Includes absorbed glass mat. -3.31 Axle Ratio -Engine Block Heater (400W rating). -GVWR: 9,250 lbs ¹ Engine: 3.2L Powerstroke I5 Diesel Includes PTC heater and SEIC capability. Includes: -Dual Heavy-Duty Batteries 70 amp-hr each. Includes absorbed glass mat. -3.31 Axle Ratio -Engine Block Heater (400W rating). -GVWR: 9,250 lbs ² 3.2 DIESEL ³	\$3,994.00 ¹	\$3,994.00 ²	\$3,994.00 ³
98C ¹ 98C ² 98G ³	CNG model - specify DUVALFORD: CNG/PROPANE GASEOUS ENGINE PREP PACKAGE (98C) Availability: 3.7L Ti-VCT V6 engine only ¹ CNG/Propane Gaseous Engine Prep Package. Requires 3.7l V6 Engine ²	\$314.00 ¹	\$314.00 ²	\$314.00 ³
98C ¹ 98C ²	Bi-fuel model - specify DUVALFORD: CNG/PROPANE GASEOUS ENGINE PREP PACKAGE (98C) Availability: 3.7L Ti-VCT V6 engine only ¹ CNG/Propane Gaseous Engine Prep Package. Requires 3.7l V6 Engine ²	\$314.00 ¹	\$314.00 ²	NA
CNG ¹ CNG ² DLR ³	CNG conversion (discuss with dealer) DUVALFORD: 16.4 GGE CNG Conversion for Ford Transit, For 23.5 GGE CNG Conversion for Ford Transit add \$1500 ¹ DEDICATED AND BI-FUEL SYSTEMS*~SINGLE TANK 23 GGE's GASOLINE GALLON EQUIVALENT (GGE). REQUIRES 96C ² 16.4GGE ³	\$12,000.00 ¹	\$15,400.00 ²	\$11,995.00 ³
LPG ¹	LPG conversion (discuss with dealer)	NA ¹	NA	NA
	Deluxe engine cover	Std	NA	NA
63E ¹ 63E ²	Battery - 770 cca DUVALFORD: 70 amp-hr., 610 CCA (Gas), 70 amp-hr., 760 CCA, AGM (std. Diesel, opt. Gas). Option is for Dual Batteries 1520 CCA ¹ DUAL BATTERIES ²	\$294.00 ¹	\$294.00 ²	Std
63C ¹ 63C ²	Alternator - 130-Amp DUVALFORD: HD Alternator 250 amp, With base engine ¹	NC ¹	NC ²	Std

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P			
DEALER:	Duval Ford LLC	Coggin Auto (Ford)	Prestige Ford	Coggin Auto (Ford)
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00
67D ¹ 67D ² 67D ³	Electric brake controller <i>DUVALFORD: Trailer Brake Controller (TBC). Requires Cruise Control with Message Center (60C) \$324. Requires Heavy-Duty Trailer Tow Package (53B) for Cargo Van .¹</i>	\$229.00 ¹	\$229.00 ²	\$229.00 ³
AdvanceTrac ¹	Traction control <i>DUVALFORD: AdvanceTrac with RSC (Roll Stability Control) combines AdvanceTrac electronic stability control and Roll Stability Control technologies to monitor vehicle cornering behavior and automatically make braking and throttle adjustments when it senses wheelslip, loss of traction or roll motion to help keep the vehicle on its intended path for enhanced driver control.¹</i>	Std ¹	Std	Std
X7L ¹ X7L ² X7L ³	Limited slip differential <i>DUVALFORD: Limited Slip 3.73 ratio¹</i> <i>LIMITED SLIP 3.73 AXLE RATIO²</i>	\$324.00 ¹	\$324.00 ²	\$324.00 ³
XLT ¹ X2Z/302A ² 302A ³	Manufacturer's model upgrade package (specify pkg. bid) <i>DUVALFORD: Upgrades to the X2C vehicle with 302a XLT package: Exterior Grille — chrome with chrome surround Headlamp trim — chrome Headlamps — autolamp Wheels 16" steel with silver front hubcaps and exposed lug nuts (DRW) 16" steel with full silver wheel Windshield wipers — rain- sensing Interior Audio — single-CD with 4 front/?4 rear speakers Climate control — front and rear Cruise control Floor covering, front/?rear — carpeted Instrumentation — 4" productivity screen Lighting — rear dome with map lights and theater dimming Seating 8-passenger (RWB)(1) 12-passenger (LWB) 15-passenger (LWB EL) Driver manual lumbar Rear seat inboard armrest Rear seat(s) recline Visors — illuminated¹</i> <i>Order Code 302A Includes: -Engine: 3.7L Ti-VCT V6 Includes SEIC capability. -Transmission: 6-Speed Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. -3.73 Axle Ratio -GVWR: 9,000 lbs -Tires: 235/65R16C AS BSW -Wheels: 16" Steel w/Full Silver Cover -Pewter Cloth Dual Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat, driver seat manual lumbar adjust and driver and passenger armrest. -Cloth Front Bucket Seats -Radio: AM/FM Single-CD Stereo (19). Includes audio input jack and 4" multi-function display. -Exterior Upgrade Package Includes chrome headlamp trim, chrome grille and grille surround. -Cruise Control w/Message Center Includes full trip computer and engine-hour meter. -Vinyl Sun Visors Includes illuminated vanity mirrors.²</i>	\$1,800.00 ¹	\$1,294.00 ²	\$1,294.00 ³
21L ² XLT ³	Interior upgrade - specify <i>CLOTH INTERIOR UPGRADE²</i>	NA	\$149.00 ²	\$1,294.00 ³
542 ¹ 542 ² 544 ³	Remote power mirrors <i>DUVALFORD: Short-Arm Htd Power-Folding Mirrors w/Turn Signals, Driver and passenger power remote, manual folding door mirrors STD¹</i> <i>Short-Arm Htd Power-Folding Mirrors w/Turn Signals²</i>	\$224.00 ¹	\$224.00 ²	\$219.00 ³
544 ¹ 544 ²	Recreational mirrors <i>DUVALFORD: Long-Arm Heated Power Mirrors w/Turn Signals¹</i> <i>Long-Arm Heated Power Mirrors w/Turn Signals²</i>	\$219.00 ¹	\$219.00 ²	NA
21E ¹ 21E ² 21F ³	Power driver's seat <i>DUVALFORD: Pewter Cloth Dual Bucket Seats w/Pwr Driver Seat Includes 10-way power heated driver seat, 2-way manual passenger seat and driver and passenger armrest.¹</i> <i>Includes 10-way power heated driver seat, 2-way manual passenger seat and driver and passenger armrest.²</i>	\$474.00 ¹	\$474.00 ²	\$424.00 ³
21Q ¹	Power passenger seat <i>DUVALFORD: Requires Model upgrade XLT option¹</i>	\$704.00 ¹	NA	NA

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P				
DEALER:	Duval Ford LLC	Coggin Auto (Ford)	Prestige Ford	Coggin Auto (Ford)	
ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00	
21L ¹ 21L ² 21L ³	Cloth seats DUVALFORD: Cloth Dual Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat, driver seat manual lumbar adjust and driver and passenger armrest. ¹		\$149.00 ¹	\$149.00 ²	\$99.00 ³
16H ¹ 16H ² XLT ³	Full carpet DUVALFORD: Full Length Carpet Floor covering ¹		\$124.00 ¹	\$124.00 ²	\$1,294.00 ³
TINT ¹ TINT ² DLR ³	Legal deep tinted film, dealer installed DUVALFORD: Dealer Film. Strip Add 25, Front two Windows add \$125 ¹		\$650.00 ¹	\$425.00 ²	\$494.00 ³
57N ¹ 57N ² 57N ³	Rear window defogger DUVALFORD: ¹		\$174.00 ¹	\$174.00 ²	\$449.00 ³
92E ¹ 92E ² 92E ³	Privacy glass DUVALFORD: Privacy Glass Includes: -Rear-Window Defroster ¹ Privacy Glass Includes: -Rear-Window Defroster 57N ²		\$674.00 ¹	\$674.00 ²	\$674.00 ³
58V ¹ 58V ² 58V ³	AM/FM radio with single CD DUVALFORD: Radio: AM/FM Single-CD Stereo. Includes audio input jack and 4" multi-function display. ¹		\$129.00 ¹	\$129.00 ²	\$129.00 ³
	Side air bags DUVALFORD: Safety CanopY ¹		Std ¹	Std	Std
64H ¹ 64S ² XLT ³	Exterior upgrade - specify DUVALFORD: Wheels: 16" Steel w/Full Silver Cover, Included in XLT ¹ Wheels: 16" Styled Aluminum Includes: -Locking Lug Nuts ²		\$34.00 ¹	\$424.00 ²	\$1,294.00 ³
VV ¹ R/V-S ² DLR ³	Vent visors - stick-on style DUVALFORD: ¹		\$145.00 ¹	\$160.00 ²	\$195.00 ³
RS ¹ R/F-S ² DLR ³	Rainshields - flange style DUVALFORD: ¹		\$145.00 ¹	\$160.00 ²	\$195.00 ³
68J ¹ 68J ² 68J ³	Running boards DUVALFORD: Extended Length Running Boards Covers A-B pillar driver-side and A-C pillar passenger-sideD: ¹ LONG RUNNING BOARDS. STANDARD BOARDS (68H) FOR \$159. ²		\$654.00 ¹	\$654.00 ²	\$654.00 ³
X2Y ² X2X ³	Sliding side door DUVALFORD: ¹		Std ¹	\$149.00 ²	\$149.00 ³
942 ¹ 942 ² 942 ³	Daytime running lights DUVALFORD: ¹		\$44.00 ¹	\$44.00 ²	\$44.00 ³
	Immobilize daytime running lights DUVALFORD: ¹		Std ¹	Std	NA
HD HITCH ¹ 53B ³	Class IV hitch, only DUVALFORD: Drawtite brand or equivalent. ¹		\$495.00 ¹	NA	\$484.00 ³

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P			
DEALER:	Duval Ford LLC	Coggin Auto (Ford)	Prestige Ford	Coggin Auto (Ford)
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00
HDTOW ¹ HDTOW ² 53B/BB ³	Class III hitch, includes bar and ball <i>DUVALFORD: Includes Bar, Ball , Pin, clip, and Heavy-Duty Trailer Tow Package: Includes 4-pin/7-pin connector and relay system for backup/B+/running lights. Note: This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness. Includes: -Tow/Haul Mode w/Trailer Wiring Provisions , Deletes rear recovery eye. Includes trailer wiring harness to rear of vehicle for upfit, Trailer Stability Control (TSC), 4/7 pin connector assembly and rear jumper. -Frame Mounted Hitch Receiver ¹</i> <i>Heavy-Duty Trailer Tow Package -Tow/Haul Mode w/Trailer Wiring Provisions.. Includes trailer wiring harness to rear of vehicle for upfit, Trailer Stability Control (TSC), 4/7 pin connector assembly and rear jumper. Frame Mounted Hitch Receiver, hitch, ball, pin and clip ²</i>	\$795.00 ¹	\$898.00 ²	\$525.00 ³
53B ¹ 53B ² 53B ³	Heavy-duty towing package up to 6,500 lbs. <i>DUVALFORD: Heavy-Duty Trailer Tow Package Includes 4-pin/7-pin connector and relay system for backup/B+/running lights. Note: This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness. Includes: -Tow/Haul Mode w/Trailer Wiring Provisions, Deletes rear recovery eye. Includes trailer wiring harness to rear of vehicle for upfit, Trailer Stability Control (TSC), 4/7 pin connector assembly and rear jumper. -Frame Mounted Hitch Receiver ¹</i> <i>Heavy-Duty Trailer Tow Package -Tow/Haul Mode w/Trailer Wiring Provisions.. Includes trailer wiring harness to rear of vehicle for upfit, Trailer Stability Control (TSC), 4/7 pin connector assembly and rear jumper. Frame Mounted Hitch Receiver ²</i>	\$484.00 ¹	\$484.00 ²	\$484.00 ³
99G/53B ³	Heavy-duty towing package up to 10,000 lbs.	NA	NA	\$2,340.00 ³
N2 ¹ DLR ³	Nitrogen filled tires including spare tire <i>DUVALFORD: Replacing the air in your tires, and properly maintaining them with NitroFill can increase your tire life by as much as 50%, increase your fuel economy as much as 10% and decrease your chances of experiencing a tire failure by as much as 75% (source: nitrofill.com) ¹</i>	\$245.00 ¹	Std	\$200.00 ³
153 ¹ 153 ² 153 ³	Front license bracket <i>DUVALFORD: Standard in States requiring two license plates and optional to all others ¹</i>	NC ¹	NC ²	NC ³
43R ¹ 43B ² 43B ³	Backup alarm, factory installed <i>DUVALFORD: Factory rear Collision avoidance system, Reverse Sensing System ¹</i>	\$294.00 ¹	\$124.00 ²	\$124.00 ³
BUA ¹ BUA ² DLR ³	Backup alarm, dealer installed <i>DUVALFORD: Exterior Audible alarm, 90db ¹</i>	\$145.00 ¹	\$149.00 ²	\$150.00 ³
	Setina PB100A12 – 12" Aluminum Push Bumper	NA	NA	NA
	Setina PB100A16 – 16" Aluminum Push Bumper	NA	NA	NA
	Setina PB300 Push Bumper	NA	NA	NA
	Go Rhino 5000 Series Push Bumpers	NA	NA	NA
	Rear Transport Seat – Laguna System 3P	NA	NA	NA
	Rear Transport Seat – Pro Gard 6000 Series	NA	NA	NA
	Rear Transport Seat with extended seat belt – Patriot PSCV1	NA	NA	NA

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P			
DEALER:	Duval Ford LLC	Coggin Auto (Ford)	Prestige Ford	Coggin Auto (Ford)
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00
FCD-IPK-15 ¹ FCD-IPK-15 ² FCD-IPK-15 ³	American Aluminum Inmate Transport Package for a 15-Passenger Van, or approved equivalent. Kit includes complete window guards set and replacement door trim panels set, and one front security partition. Please specify year, make and model. *Other options and combinations available, but not included. <i>CAMERA DVR \$3200²</i>	\$3,500.00 ¹	\$4,900.00 ²	\$3,195.00 ³
FCD-FP-15 ¹ FCD-FP-15 ² FCD-FP-15 ³	*Front partition	\$1,295.00 ¹	\$1,450.00 ²	\$1,295.00 ³
FCD-CP-15 ¹ FCD-CP-15 ² FCD-CP-15 ³	*Center partition	\$1,265.00 ¹	\$1,450.00 ²	\$1,995.00 ³
FCD-RP-15 ¹ FCD-RP-15 ² FCD-RP-15 ³	*Rear partition	\$1,265.00 ¹	\$1,450.00 ²	\$1,795.00 ³
FCD-FANS ¹ FCD-FANS ² FCD-FANS ³	*Dual forced air circulation fans	NA ¹	\$1,148.00 ²	\$2,795.00 ³
FCD-RDP-15 ¹ FCD-RDP-15 ² FCD-RDP-15 ³	*Replacement door panels (set)	NA ¹	\$1,148.00 ²	\$995.00 ³
FCD-RSTEP-15 ¹ FCD-RSTEP-15 ² FCD-RSTEP-15 ³	*Rear step	\$695.00 ¹	\$1,048.00 ²	\$995.00 ³
FCD-SSTEP-15 ¹ FCD-SSTEP-15 ² FCD-SSTEP-15 ³	*Side slide-out step	NA ¹	\$1,310.00 ²	\$895.00 ³
FCD-WGS-15 ¹ FCD-WGS-15 ² FCD-WGS-15 ³	*Complete window guard set	\$3,500.00 ¹	\$4,068.00 ²	\$1,995.00 ³
17K ² PGFN ³	Optional equipment - specify <i>All-Around Windows w/2nd Row Flip-Open Glass²</i> <i>METALLIC PAINT³</i>	NA	\$189.00 ²	\$149.00 ³
ADA ¹ 86F ²	Optional equipment - specify <i>DUVALFORD: ADA upfit: Transit floor GER floor gray, Braun Century 919 34:x51: 800 lb. capacity 'side Mount, Vertical interlock, Black Aluminum Running Boards, (3) Q-Straints slide and click, 2 Child Restrain Hook, Double fold away with integrated lap shoulder seat belts, one single fold away, Level 1 fabric, ADA decals and Emergency signage.¹</i> <i>2 ADDITIONAL KEYS²</i>	\$17,000.00 ¹	\$74.00 ²	NA
SafeT ¹ LABOR ²	Optional equipment - specify <i>DUVALFORD: Fire Extinguisher, First Aid Kit, and LED road warning lights¹</i> <i>LABOR RATE PER HOUR²</i>	\$525.00 ¹	\$115.00 ²	NA

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P			
DEALER:	Duval Ford LLC	Coggin Auto (Ford)	Prestige Ford	Coggin Auto (Ford)
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00

TEMP ¹ TEMP ²	Temporary tag <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions</i> ¹	\$108.00 ¹	\$45.00 ²	\$15.00
TX ¹ TRANS ²	Transfer existing registration (must provide tag number) <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions. [ALT D] Per terms and conditions section 3.22 INSPECTION AND ACCEPTANCE: an Alternative Delivery Destination charge per vehicle of \$487 will be applied to all purchase orders where inspection and acceptance occurs away from the end user's registered address within the state of Florida. For destinations where inspection and acceptance are located outside the Sunshine State contact dealer. This cost derivation is founded using computationally intensive statistical analysis utilizing data inputs such as cost of capital, interest carry on bad debt, delivery variance with outside location, tertiary damage, and fluctuating fuel costs.</i> ¹ <i>TRANSFER STATE, COUNTY, CITY, or SHERIFF TAG (please specify in request)</i> ²	\$185.00 ¹	\$189.00 ²	\$100.00
TAG ¹ NEW ²	New state tag (specify state, county, city, sheriff, etc.) <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions</i> ¹ <i>NEW STATE, COUNTY, CITY, or SHERIFF TAG (please specify in request)</i> ²	\$230.00 ¹	\$215.00 ²	\$165.00
MP575 ¹	Maintenance Plan - specify <i>DUVALFORD: 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. 5 Year 75,000 mile Premium Diesel Maintenance plan \$4175. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. ADD \$300 FOR Police, Emergency and Fire Use</i> ¹	\$1,860.00 ¹	NA	NA
MP675 ¹	Maintenance Plan - specify <i>DUVALFORD: 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. 6 Year 75,000 mile Premium Diesel Maintenance Plan, \$4215. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. ADD \$300 FOR Police, Emergency and Fire Use</i> ¹	\$1,905.00 ¹	NA	NA
MP610 ¹	Maintenance Plan - specify <i>DUVALFORD: 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. 6 Year 100,000 mile Premium Diesel Maintenance Plan \$4820. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. ADD \$500 FOR Police, Emergency and Fire Use</i> ¹	\$2,400.00 ¹	NA	NA
DB575 ¹ PT ³	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2330. Complete pricing schedule available upon request. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide</i> ¹ <i>FORD PROTECTS 5/75 BASE</i> ³	\$1,725.00 ¹	NA	\$1,610.00 ³
DE575 ¹ PT ³	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2795. Complete pricing schedule available upon request. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide</i> ¹ <i>FORD PROTECTS 5/75 EXTRA</i> ³	\$1,990.00 ¹	NA	\$1,845.00 ³

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P			
DEALER:	Duval Ford LLC	Coggin Auto (Ford)	Prestige Ford	Coggin Auto (Ford)
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,793.00	\$28,883.00	\$28,774.00	\$28,883.00

DP575 ¹ PT ³	Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3520. Complete pricing schedule available upon request.. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ¹ FORD PROTECTS 5/75 PREMIUM ³	\$2,745.00 ¹	NA	\$2,535.00 ³
FB575 ¹ PT ³	Diesel Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan . 5 Yr 100,000 mile zero deductible use \$2685. Complete pricing schedule available upon request. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ¹ FORD PROTECTS 5/75 BASE ³	\$1,965.00 ¹	NA	\$1,730.00 ³
FE575 ¹ PT ³	Diesel Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan . 5 Yr 100,000 mile zero deductible use \$3230. Complete pricing schedule available upon request. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ¹ FORD PROTECTS 5/75 EXTRA ³	\$2,280.00 ¹	NA	\$1,990.00 ³
FP575 ¹ PT ³	Diesel Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan . 5 Yr 100,000 mile zero deductible use \$3755. Complete pricing schedule available upon request. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide ¹ FORD PROTECTS 5/75 PREMIUM ³	\$3,145.00 ¹	NA	\$2,745.00 ³



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

15 PASSENGER VAN LOW/STD ROOF SPECIFICATION #45

2019 Ford T-350 Transit XL Wagon (X2Z)/96P

(Alternate Dealer Option)

The Ford T-350 Transit XL Wagon (X2Z)/96P purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,883.00	\$28,977.00	\$28,883.00	\$28,994.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Garber Ford Inc	Coggin Auto (Ford)	Prestige Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,883.00	\$28,977.00	\$28,883.00	\$28,994.00

Order Code	Delete Options	Western & Central	Northern	Southern
	GM Models - 12 passenger seating (keeps extended wheelbase) in lieu of 15 passenger seating	NA	NA	NA
	GM Models - Delete to 5 passenger crew van	NA	NA	NA
	Power windows/door locks	NA	NA	NA
	High capacity air conditioning	NA	NA	NA
	On-Star	NA	NA	NA

Order Code	Add Options	Western & Central	Northern	Southern
99G ¹ 99V ² 99G ³	Engine upgrade - specify <i>Engine: 3.5L EcoBoost V6 Includes SEIC capability. Includes: -3.31 Axle Ratio¹</i> <i>Engine: 3.2L Powerstroke 15 Diesel -inc: PTC heater and SEIC capability, Engine Block Heater (400W rating), Dual Heavy-Duty Batteries 70 amp-hr each, absorbed glass mat, 3.31 Axle Ratio, Cruise Control w/Message Center, full trip computer and engine-hour meter²</i> <i>3.5 ECO BOOST³</i>	\$1,864.00 ¹	\$3,900.00 ²	\$1,864.00 ³
99V ¹ 99V ³	Engine upgrade - specify <i>Engine: 3.2L Powerstroke 15 Diesel Includes PTC heater and SEIC capability. Includes: -Dual Heavy-Duty Batteries 70 amp-hr each. Includes absorbed glass mat. -3.31 Axle Ratio -Engine Block Heater (400W rating). -GVWR: 9,250 lbs¹</i> <i>3.2 DIESEL³</i>	\$3,994.00 ¹	NA	\$3,994.00 ³
98C ¹ CNG ² 98G ³	CNG model - specify <i>CNG/Propane Gaseous Engine Prep Package. Requires 3.7l V6 Engine¹</i> <i>16.4 GGE CONVERSION ONLY AVAILABLE W/99M ENGINE²</i>	\$314.00 ¹	\$11,900.00 ²	\$314.00 ³
98C ¹	Bi-fuel model - specify <i>CNG/Propane Gaseous Engine Prep Package. Requires 3.7l V6 Engine¹</i>	\$314.00 ¹	NA	NA
CNG ¹ CNG2 ² DLR ³	CNG conversion (discuss with dealer) <i>DEDICATED AND BI-FUEL SYSTEMS*~SINGLE TANK 23 GGE's GASOLINE GALLON EQUIVALENT (GGE). REQUIRES 96C¹</i> <i>23.5 GGE CONVERSION ONLY AVAILABLE W/99M ENGINE²</i> <i>16.4GGE³</i>	\$15,400.00 ¹	\$12,650.00 ²	\$11,995.00 ³
	LPG conversion (discuss with dealer)	NA	NA	NA
	Deluxe engine cover	NA	NA	NA
63E ¹	Battery - 770 cca <i>DUAL BATTERIES¹</i>	\$294.00 ¹	NA	Std
63C ¹	Alternator - 130-Amp <i>150 AMP STANDARD²</i>	NC ¹	Incl. ²	Std
67D ¹ 67D ² 67D ³	Electric brake controller	\$229.00 ¹	\$229.00 ²	\$229.00 ³
	Traction control <i>AdvanceTrac® w/Roll Stability Control™ (RSC®)²</i>	Std	Std ²	Std

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Garber Ford Inc	Coggin Auto (Ford)	Prestige Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,883.00	\$28,977.00	\$28,883.00	\$28,994.00

X7L ¹ X7L ² X7L ³	Limited slip differential <i>LIMITED SLIP 3.73 AXLE RATIO¹</i> <i>3.73 Limited Slip Axle - w/ 3.7L V6²</i>	\$324.00 ¹	\$324.00 ²	\$324.00 ³
X2Z/302A ¹ 302A ³	Manufacturer's model upgrade package (specify pkg. bid) <i>Order Code 302A Includes: -Engine: 3.7L Ti-VCT V6 Includes SEIC capability.</i> <i>-Transmission: 6-Speed Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. -3.73 Axle Ratio -GVWR: 9,000 lbs -Tires: 235/65R16C AS BSW -Wheels: 16" Steel w/Full Silver Cover -Pewter Cloth Dual Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat, driver seat manual lumbar adjust and driver and passenger armrest. -Cloth Front Bucket Seats -Radio: AM/FM Single-CD Stereo (19). Includes audio input jack and 4" multi-function display. -Exterior Upgrade Package Includes chrome headlamp trim, chrome grille and grille surround. -Cruise Control w/Message Center Includes full trip computer and engine-hour meter. -Vinyl Sun Visors Includes illuminated vanity mirrors.¹</i>	\$1,294.00 ¹	NA	\$1,294.00 ³
21L ¹ XLT ³	Interior upgrade - specify <i>CLOTH INTERIOR UPGRADE¹</i>	\$149.00 ¹	NA	\$1,294.00 ³
542 ¹ 544 ³	Remote power mirrors <i>Short-Arm Htd Power-Folding Mirrors w/Turn Signals¹</i> <i>Black Power Side Mirrors w/Convex Spotter and Manual Folding²</i>	\$224.00 ¹	Std ²	\$219.00 ³
544 ¹ 544 ²	Recreational mirrors <i>Long-Arm Heated Power Mirrors w/Turn Signals¹</i> <i>Long-Arm Heated Power Mirrors w/Turn Signals²</i>	\$219.00 ¹	\$219.00 ²	NA
21E ¹ 21E/CK ² 21F ³	Power driver's seat <i>Includes 10-way power heated driver seat, 2-way manual passenger seat and driver and passenger armrest.¹</i> <i>Pewter Cloth Dual Bucket Seats w/Pwr Driver Seat -inc: 10-way power heated driver seat, 2-way manual passenger seat and driver and passenger armrest²</i>	\$474.00 ¹	\$474.00 ²	\$424.00 ³
	Power passenger seat	NA	NA	NA
21L ¹ CK ² 21L ³	Cloth seats	\$149.00 ¹	NC ²	\$99.00 ³
16H ¹ 16H ² XLT ³	Full carpet	\$124.00 ¹	\$124.00 ²	\$1,294.00 ³
TINT ¹ TINT ² DLR ³	Legal deep tinted film, dealer installed	\$425.00 ¹	\$599.00 ²	\$494.00 ³
57N ¹ 57N ² 57N ³	Rear window defogger	\$174.00 ¹	\$174.00 ²	\$449.00 ³
92E ¹ 92E ² 92E ³	Privacy glass <i>Privacy Glass Includes: -Rear-Window Defroster 57N¹</i> <i>Privacy Glass -inc: Rear-Window Defroster²</i>	\$674.00 ¹	\$674.00 ²	\$674.00 ³
58V ¹ 58V ² 58V ³	AM/FM radio with single CD	\$129.00 ¹	\$129.00 ²	\$129.00 ³
	Side air bags	Std	Std	Std

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Garber Ford Inc	Coggin Auto (Ford)	Prestige Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,883.00	\$28,977.00	\$28,883.00	\$28,994.00

64S ¹ XLT ³	Exterior upgrade - specify <i>Wheels: 16" Styled Aluminum Includes: -Locking Lug Nuts¹</i>	\$424.00 ¹	NA	\$1,294.00 ³
R/V-S ¹ VVS ² DLR ³	Vent visors - stick-on style	\$160.00 ¹	\$126.00 ²	\$195.00 ³
R/F-S ¹ VVF ² DLR ³	Rainshields - flange style	\$160.00 ¹	\$126.00 ²	\$195.00 ³
68J ¹ 68J ² 68J ³	Running boards <i>LONG RUNNING BOARDS. STANDARD BOARDS (68H) FOR \$159.¹</i>	\$654.00 ¹	\$654.00 ²	\$654.00 ³
X2Y ¹ X2X ³	Sliding side door	\$149.00 ¹	NA	\$149.00 ³
942 ¹ 942 ² 942 ³	Daytime running lights	\$44.00 ¹	\$44.00 ²	\$44.00 ³
	Immobilize daytime running lights	Std	NA	NA
HITCH ² 53B ³	Class IV hitch, only	NA	\$289.00 ²	\$484.00 ³
HDTOW ¹ HBAB ² 53B/BB ³	Class III hitch, includes bar and ball <i>Heavy-Duty Trailer Tow Package -Tow/Haul Mode w/Trailer Wiring Provisions.. Includes trailer wiring harness to rear of vehicle for upfit, Trailer Stability Control (TSC), 4/7 pin connector assembly and rear jumper. Frame Mounted Hitch Receiver, hitch, ball, pin and clip¹</i>	\$898.00 ¹	\$368.00 ²	\$525.00 ³
53B ¹ 53 ² 53B ³	Heavy-duty towing package up to 6,500 lbs. <i>Heavy-Duty Trailer Tow Package -Tow/Haul Mode w/Trailer Wiring Provisions.. Includes trailer wiring harness to rear of vehicle for upfit, Trailer Stability Control (TSC), 4/7 pin connector assembly and rear jumper. Frame Mounted Hitch Receiver¹</i> <i>Heavy-Duty Trailer Tow Package -inc: Deletes rear recovery eye, 4-pin/7-pin connector and relay system for backup/B+/running lights, Note: This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness, Frame Mounted Hitch Receiver, Tow/Haul Mode w/Trailer Wiring Provisions, trailer wiring harness to rear of vehicle for upfit, Trailer Stability Control (TSC), 4/7 pin connector assembly and rear jumper, Note: This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness²</i>	\$484.00 ¹	\$484.00 ²	\$484.00 ³
99G/53B ³	Heavy-duty towing package up to 10,000 lbs.	NA	NA	\$2,340.00 ³
DLR ³	Nitrogen filled tires including spare tire	Std	NA	\$200.00 ³
153 ¹ 153 ² 153 ³	Front license bracket	NC ¹	NC ²	NC ³
43B ¹ 43B ² 43B ³	Backup alarm, factory installed	\$124.00 ¹	\$124.00 ²	\$124.00 ³

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Garber Ford Inc	Coggin Auto (Ford)	Prestige Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,883.00	\$28,977.00	\$28,883.00	\$28,994.00

BUA ¹ BUA ² DLR ³	Backup alarm, dealer installed	\$149.00 ¹	\$138.00 ²	\$150.00 ³
	Setina PB100A12 – 12" Aluminum Push Bumper	NA	NA	NA
PB300 ²	Setina PB100A16 – 16" Aluminum Push Bumper	NA	NA	NA
	Setina PB300 Push Bumper	NA	\$596.00 ²	NA
	Go Rhino 5000 Series Push Bumpers	NA	NA	NA
	Rear Transport Seat – Laguna System 3P	NA	NA	NA
	Rear Transport Seat – Pro Gard 6000 Series	NA	NA	NA
	Rear Transport Seat with extended seat belt – Patriot PSCV1	NA	NA	NA
FCD-IPK-15 ¹ FCD-IPK-15 ² FCD-IPK-15 ³	American Aluminum Inmate Transport Package for a 15-Passenger Van, or approved equivalent. Kit includes complete window guards set and replacement door trim panels set, and one front security partition. Please specify year, make and model. *Other options and combinations available, but not included. <i>CAMERA DVR \$3200 ¹</i>	\$4,900.00 ¹	NA ²	\$3,195.00 ³
FCD-FP-15 ¹ FCD-FP-15 ² FCD-FP-15 ³	*Front partition	\$1,450.00 ¹	NA ²	\$1,295.00 ³
FCD-CP-15 ¹ FCD-CP-15 ² FCD-CP-15 ³	*Center partition	\$1,450.00 ¹	NA ²	\$1,995.00 ³
FCD-RP-15 ¹ FCD-RP-15 ² FCD-RP-15 ³	*Rear partition	\$1,450.00 ¹	NA ²	\$1,795.00 ³
FCD-FANS ¹ FCD-FANS ² FCD-FANS ³	*Dual forced air circulation fans	\$1,148.00 ¹	NA ²	\$2,795.00 ³
FCD-RDP-15 ¹ FCD-RDP-15 ² FCD-RDP-15 ³	*Replacement door panels (set)	\$1,148.00 ¹	NA ²	\$995.00 ³
FCD-RSTEP-15 ¹ FCD-RSTEP-15 ² FCD-RSTEP-15 ³	*Rear step	\$1,048.00 ¹	NA ²	\$995.00 ³
FCD-SSTEP-15 ¹ FCD-SSTEP-15 ² FCD-SSTEP-15 ³	*Side slide-out step	\$1,310.00 ¹	NA ²	\$895.00 ³
FCD-WGS-15 ¹ FCD-WGS-15 ² FCD-WGS-15 ³	*Complete window guard set	\$4,068.00 ¹	NA ²	\$1,995.00 ³

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P (ALTERNATE DEALERS)			
DEALER:	Coggin Auto (Ford)	Garber Ford Inc	Coggin Auto (Ford)	Prestige Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$28,883.00	\$28,977.00	\$28,883.00	\$28,994.00

17K ¹ 43R ² PGFN ³	Optional equipment - specify <i>All-Around Windows w/2nd Row Flip-Open Glass</i> ¹ <i>Reverse Sensing System</i> ² <i>METALLIC PAINT</i> ³	\$189.00 ¹	\$294.00 ²	\$149.00 ³
86F ¹ 68H ²	Optional equipment - specify <i>2 ADDITIONAL KEYS</i> ¹ <i>Running Board</i> ²	\$74.00 ¹	\$159.00 ²	NA
LABOR ¹ 52C ²	Optional equipment - specify <i>LABOR RATE PER HOUR</i> ¹ <i>VP - Keyless Entry Keypad</i> ²	\$115.00 ¹	\$94.00 ²	NA
TEMP ¹ TTAG ²	Temporary tag <i>Add \$25 if Overnight Shipping Required</i> ²	\$45.00 ¹	\$6.00 ²	\$15.00
TRANS ¹ TRAN ²	Transfer existing registration (must provide tag number) <i>TRANSFER STATE, COUNTY, CITY, or SHERIFF TAG (please specify in request)</i> ¹ <i>Add \$25 if Overnight Shipping Required</i> ²	\$189.00 ¹	\$86.00 ²	\$100.00
NEW ¹ YTAG ²	New state tag (specify state, county, city, sheriff, etc.) <i>NEW STATE, COUNTY, CITY, or SHERIFF TAG (please specify in request)</i> ¹ <i>Add \$25 if Overnight Shipping Required</i> ²	\$215.00 ¹	\$116.55 ²	\$165.00
	Maintenance Plan - specify <i>MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS.</i> ²	NA	NA ²	NA
	Maintenance Plan - specify <i>MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS.</i> ²	NA	NA ²	NA
	Maintenance Plan - specify <i>MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS.</i> ²	NA	NA ²	NA
PT ³	Warranty - specify <i>MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS.</i> ² <i>FORD PROTECTS 5/75 BASE</i> ³	NA	NA ²	\$1,610.00 ³
PT ³	Warranty - specify <i>MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS.</i> ² <i>FORD PROTECTS 5/75 EXTRA</i> ³	NA	NA ²	\$1,845.00 ³
PT ³	Warranty - specify <i>MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS.</i> ² <i>FORD PROTECTS 5/75 PREMIUM</i> ³	NA	NA ²	\$2,535.00 ³
PT ³	Diesel Warranty - specify <i>MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS.</i> ² <i>FORD PROTECTS 5/75 BASE</i> ³	NA	NA ²	\$1,730.00 ³

VEHICLE:	T-350 Transit XL Wagon (X2Z)/96P (ALTERNATE DEALERS)				
DEALER:	Coggin Auto (Ford)	Garber Ford Inc	Coggin Auto (Ford)	Prestige Ford	
ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	\$28,883.00	\$28,977.00	\$28,883.00	\$28,994.00	
PT ³	Diesel Warranty - specify MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS. ² FORD PROTECTS 5/75 EXTRA ³		NA	NA ²	\$1,990.00 ³
PT ³	Diesel Warranty - specify MULTIPLE VEHICLE PLANS AVAILABLE PER MILES AND YEARS, PLEASE ASK DEALER FOR DETAILS. ² FORD PROTECTS 5/75 PREMIUM ³		NA	NA ²	\$2,745.00 ³

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE PURCHASES FROM PUBLIC UTILITY MANAGEMENT PLANNING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2018-2019 (ENDING SEPTEMBER 30, 2019), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVE ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Memo- Approval to Procure Professional Engineering Services from PUMPS, R-2018-PUMPS, Inc. Authorization to Exceed \$25K FY19



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: December 11, 2018

RE: Approval of Resolution to Procure Professional Engineering Services from
Public Utility Management and Planning Services, Inc., (P.U.M.P.S.)
Frederick Bloetscher, Ph.D., P.E. to Exceed the City's \$25,000.00 Threshold

Public Services Department has been engaging the professional services of Public Utility Management and Planning Services, Inc. (PUMPS) for the water plant upgrade, Oasis, and stormwater and other similar projects. Frederick Bloetscher, Ph.D., P.E. has local knowledge of the City's infrastructure having been a consultant for the City of Dania Beach for over 10 years and is invaluable to the process.

Public Utility Management and Planning Services, Inc. was chosen as one of fifteen firms awarded as an approved engineering consultant by the City Commission on October 25, 2016 under RFQ 16-004 under Resolution No. 2016-142.

Funding for all department purchases shall be subject to and made within the respective Department's approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Recommendation:

Public Services recommend approval of the Resolution to exceed the City's \$25,000.00 threshold to PUMPS from available appropriations for Fiscal Year 2018-2019.

RESOLUTION NO. 2018-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE PURCHASED FROM PUBLIC UTILITY MANAGEMENT PLANNING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2018-2019 (ENDING SEPTEMBER 30, 2019), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Department and other Departments will purchase engineering services from Public Utility Management Planning Services, Inc. during the fiscal year, which may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City threshold for a single vendor and therefore, City Commission approval is required; and

WHEREAS, Public Utility Management Planning Services, Inc. was chosen as one of fifteen firms awarded as an approved engineering consultant for continuing contract services by the City Commission on October 25, 2016 pursuant to RFQ No. 16-004 under Resolution No. 2016-142; and

WHEREAS, the Public Services Director has determined that Public Utility Management Planning Services, Inc. (owned by Fred Bloetscher, Ph.D., P.E., as the principal) will be needed to provide various professional engineering services; and

WHEREAS, the Public Services Department is seeking approval to exceed Twenty Five Thousand (\$25,000.00) for any necessary future engineering services for Fiscal Year 2018-2019 provided funding is available and appropriated in the current budget year and made in accordance with the City of Dania Beach Purchasing Policy for the fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes professional services to be performed by Public Utility Management Planning Services, Inc. exceeding the annual amount of Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That all Department purchases shall be subject to and made within the respective Department’s approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for the fiscal year.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE CITY OF POMPANO BEACH RFP L-51-16 WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2018-2019, FOR FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS(\$25,000.00), WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

PS Memo- PC Controls Permission to piggyback and To Exceed 25k (Fin Review 11-7-18), R-2018- PC Controls, Inc. WTP Flow Meters - Piggyback Pompano Beach Contract and to Exceed 25k, R-2018- PC Controls, Inc. WTP Flow Meters - Piggyback Pompano Beach Contract and to Exceed 25k Exhibit A, R-2018- PC Controls, Inc. WTP Flow Meters - Piggyback Pompano Beach Contract and to Exceed 25k Exhibit B



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director

DATE: December 11, 2018

SUBJECT: PC Controls Inc. Permission to Piggyback and to Exceed 25k

PC Controls, Inc. has provided technical services, including supply of parts for the existing Water Treatment Plant for the past decade. They have also provided technical services, including supply of parts for the existing sanitary lift stations for the past (4) years. Public Services' is pleased with their services and response time.

Public Services is requesting approval to piggyback the City of Pompano Beach RFP No. L-51-16 for services to repair flow meters and calibration of flow meters and related devices issued and approved by the City of Pompano Beach effective September 14, 2018 through September 13, 2019. Funding for this purchase shall be provided from the respective Departments' approved annual budget appropriations.

Public Service seeks permission to exceed the annual vendor threshold of \$25,000.00 subject to available appropriations.

Recommendation

Staff recommends that the City Commission approves the resolution for P.C. Controls, Inc., under the terms and conditions therein and authorize the City Manager to execute the same.

RESOLUTION NO. 2018-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE CITY OF POMPANO BEACH RFP L-51-16 WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2018-2019, FOR FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the City of Pompano Beach and one of its vendors have given permission to the City of Dania Beach to utilize available pricing under Request for Proposal (RFP) L-51-16 awarded to P.C. Controls, Inc. via Pompano Beach Resolution No. 2016-290 for which the contract has been renewed effective September 14, 2018 through September 13, 2019, a copy of which is attached as Exhibit "A" and which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the Public Services Director has determined that it is necessary to purchase certain water treatment plant parts and technical services for the operation of the water plant; and

WHEREAS, the future repairs and maintenance may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, City Commission approval is required;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an agreement with P.C. Controls, Inc. to purchase certain parts and technical services, in an amount exceeding the annual amount of the Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for Fiscal Year 2019 which Agreement is attached as Exhibit “B”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That all Department purchases from P.C. Controls, Inc. shall be subject to and made within each Department’s approved annual budget appropriation.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

09.19

RESOLUTION NO. 2016- 290

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 SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND P.C. CONTROLS, INC. PROVIDING FOR REPAIRS, CALIBRATION AND/OR REPLACEMENT OF FLOW METERS AND RELATED PLAN DEVICES AT THE WATER TREATMENT PLANTS;; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Contract between the City of Pompano Beach and P.C. Controls, Inc., providing for repairs, calibration and/or replacement of flow meters and related devices, 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 P.C. Controls, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of September, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

Org. 19

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 14th day of September, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and **P.C. Controls, Inc.**, a Florida corporation.

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide the following services: Repairs, Calibration and Replacement of new and existing Flow Meters and Related Plant Instrumentation Devices upon the terms and conditions herein set forth in the advertised RFP L-51-16.
3. Scope of Work. Contractor will provide the services to be rendered as submitted and set forth in Exhibit "A", attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City with City Commission approval, shall have the option to renew this contract for three (3) additional one year periods upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.
6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.
7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement and RFP L-51-16 submittal by P.C. Controls as follows:

Payment of *Not to Exceed Fixed Fee* of \$60.00 per hour for work completed during regular work times M-F 7:00a- 4:00p

OR

Not to Exceed Fixed Fee of \$89.00 per hour for work completed all other times than above

AND

Materials Markup

Not to Exceed Fixed Fee of 1.2 times cost (20%)

FOR AN ANNUAL LABOR COST NOT TO EXCEED THE AMOUNT OF \$100,000.00

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on Completion of work or/and delivery of materials.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: P.C. Controls, Inc.
Norman Conaway
132 NE 30th Street
Wilton Manors, FL 3334

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, 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

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and

specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

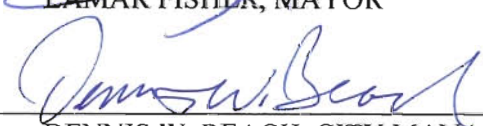
CITY OF POMPANO BEACH

Christine Kendel

By: 

LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: 

DENNIS W. BEACH, CITY MANAGER

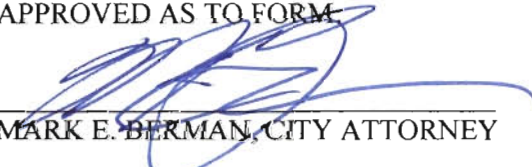
Attest:

Ascelita Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM

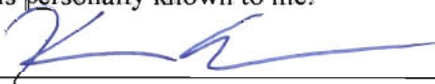


MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

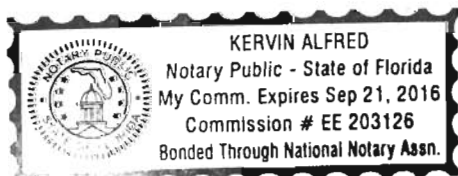
The foregoing instrument was acknowledged before me this 14th day of September, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)



"CONTRACTOR"

P.C. Controls Inc.

Witnesses:

[Signature]

SPRUE E. SCARUS
(Print or Type Name)

Javier Varquez
(Print or Type Name)

By: [Signature]

Print Name: NORMAN CONAWAY

Title: PRESIDENT/OWNER

Business License No. 68-078 9111

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of August, 2016, by Norman Conaway as President of P.C. Controls Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:



OSCAR ZELAYA
MY COMMISSION # FF 117427
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

OSCAR Zelaya
(Name of Acknowledger Typed, Printed or Stamped)

FF 117427
Commission Number

Exhibit A Proposal



Repairs & Calibration of Flow meters and Related Devices
RFP# L-51-16

Prepared by
P. C. CONTROLS, INC.
132 NE 30th Street
Wilton Manors, FL 33334

Norman Paul Conaway
954 568-9663

Submitted for your consideration 6/30/16



Table of Contents

- Letter of Transmittal
- Pompano RFQ
- Rates and Fees
- Proposal
- References
- Insurance Certificate
- Workers Compensation / Pompano Waiver
- Copies of Forms



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663, Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Letter of Transmittal

To whom it may concern;

In compliance with the fulfillment of the requirements of the Request for Proposal "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, P C Controls Inc would like to present the proposal entitled "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, in accordance with your instructions.

The main purpose of the attached documents is to propose rates and services we would like to provide for your city under this RFP. We feel strongly that we are an ideal candidate for this since we have provided these services on a Time and Material basis for almost a decade. This will also help reduce overhead cost by providing you a single point of contact for all related material and services to this proposed contract.

We hope that this proposal will meet your approval.

Sincerely

Norman P. Conaway
P.C. Controls, Inc.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16**

**REPAIRS AND CALIBRATION OF FLOW METERS AND
RELATED DEVICES**

**RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
L-51-16
Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00 p.m. (local), July 7, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
 - Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

- H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. Term of Contract

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the 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

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. 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.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

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 the sections clearly labeled:

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.

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.

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

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	\$ 60.00	\$ 30,000.00
Cost per hour for work completed during all other times other than above	100	\$ 89.00	\$ 8,900.00
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 = \$4,400.00)	1.2		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:

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

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.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

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

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

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

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

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	
AUTOMOBILE LIABILITY:		
Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX comprehensive form		
— owned		
— hired		
— non-owned		
REAL & PERSONAL PROPERTY		
— comprehensive form	Agent must show proof they have this coverage.	
EXCESS LIABILITY		
		Per Occurrence Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000
PROFESSIONAL LIABILITY		
		Per Occurrence Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000 \$1,000,000

- (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.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this 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.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

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

17. 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.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at 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.

19. 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.

20. 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.

21. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic 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.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. 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.

22. 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, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;

- b. 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;
 - c. 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; and
 - d. 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.
2. 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**

23. 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. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. 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. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

The below named company 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 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) Jerry Scotts Title VP / Administrator
Company (Legal Registered) P.C Controls INC
Federal Tax Identification Number 65-0789111
Address 132 NE 30th Street
City/State/Zip Wilton Manors, FL 33334
Telephone No. 954-568-9663 Fax No. 954-563-0919
Email Address pccontrolsinc@bellsouth.net



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Rates and Fees

These rates are reflective of PC Controls contracted rates and are lower than rates currently being provided to customers not under contract.

Labor rates are for hours between 7 am and 4 pm Monday through Friday. Please see Pompano RFQ provided table for Overtime rates, included in initialed RFQ, page 4, which is attached and part of this proposal.

Rates:	Lead Technician	\$60.00 an hour
	On occasion when site personnel is unable to assist there may be a need for a second technician to be onsite with the Lead Technician – such as confined space.	
	Technician 2	\$30.00 an hour

Note: Please be aware that PC Controls charges and minimum of 3 hours on service calls.

Material	1.2 (in no case will PC Controls charge more than this for material)
Mark-up	Freight charges will be prepaid and added to related invoices

Certification Fees:	All Transmitter Types	\$49.00 each
---------------------	-----------------------	--------------

Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge \$10.00 / per visit (Broward County)

Note: this fee was suspended at the beginning of 2016 fiscal year and we reserve the right to reinstate it should fuel costs increase to unacceptable levels.

Sincerely

Norman P. Conaway
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

PROPOSAL

To whom this may concern,

We are pleased to submit our proposal for "Repair & Calibration of Flow meters and Related Devices". This proposal is provided per the scope of work detailed in RFP# L-51-16 dated June 9, 2016. It is understood that this bid is for a contact period of one (1) year and renewable for three (3) additional one (1) year contract periods with approved modifications if any.

Scope of Services

P.C. Controls, Inc (PCCI) is capable of providing you the customer (CITY) with quality repair and calibration of Flowmeters and related devices for the City of Pompano Beach Utilities Department (PBWTP). We feel that we are able to state this based on past service provided to the water plant and the familiarity with the equipment resulting from the service. PCCI can provide calibration and other related services to all types, makes and models, of Flow Meters, Level Transducers, Pressure Transmitters, Process Control Instrumentation including Remote Terminals and all data transmitting devices used in these processes at PBWTP, PB RE-USE Plant, Well fields and other field locations/operations (identified collectively as PBWTP in this proposal from this point forward).

Calibrations will be conducted and documented as needed during normal operations of PBWTP on an ongoing basis. Formally documented calibrations (Certifications) should be conducted at least annually to satisfy any obligations to monitoring agencies such as South Florida Water Management District (SFWM). Copies of certification documents are attached and made part of this document, these documents are approved documents for these monitoring agencies. This alone does not ensure that PBWTP is working properly. PCCI has instituted a "Flow Meter Accounting Method" that monitors Influent and Effluent equipment to verify that water coming into PBWTP equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from PBWTP will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event that no CITY stock is available to use as a replacement, will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with PBWTP approval. All related documentation will be provided to PBWTP.

PCCI offers to the CITY our services for PBWTP with a response time of 24 hours along with 24 hour emergency on-call services. Additionally, a report will be provided on a monthly basis to a designated party summarizing the work that was completed for PBWTP, including any items that may need further corrective action and equipment calibrations.

PCCI will provide these services at rates and markup as seen on the attached 'Rates and Fees' as well as those detailed in the provided table included in initialed RFQ, page 5, which is attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment – PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturers' equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will be not be charged.

Qualifications

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has a vast knowledge of all types of instrumentation, including Flow, Pressure, Level and pH. Our experience comes from all phases of work – Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry calibration standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart recorders or Totalizers, from stand-alone applications to a complete loop including remote operation PCCI should be your first call. PCCI not only will we be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on the equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps keep your equipment in compliance by notification when the calibrations are due and scheduling them within any needed timeframe.

P.C. Controls is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits PBWTP needs and budget. PCCI operates under the Broward County License 329-0031043 and attached certificate of competency. PCCI a Local Business is SBE certified in Broward County and a copy of that certification is attached to this bid. This along with the attached Qualification Statement and other associated proposal documents should clarify any questions regarding the Firms ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY special conditions. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law. A copy of the Exemption for the owner as well as a copy of a waiver letter that is on file at CITY currently is attached for your reference. PCCI does however provide full medical benefits to its employees. PCCI agrees to hold CITY harmless as defined in the "Indemnification" paragraphs of RFP# L-51-16 and agrees to other paragraphs not specifically addressed in this proposal but referenced in the aforementioned RFP.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a mark-up greater than that stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list price even after the mark-up is applied.

Sincerely

Norman P. Conaway
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

REFERENCES

To whom this may concern,

We are pleased to submit our references which are current customers in the industry.

- 1.) City of Coral Springs
3800 NW 85th Ave
Coral Springs, FL 33065
Contact: Brian Heller
954 345-2162
 - 2.) Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Contact: Don Ray
561 965-4022
 - 3.) City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Contact: Phil Skidmore
954 924-6800 X3616
-



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663, Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Certified Flow Meter Test Record

Customer: _____
Consumptive Use Permit # _____
Test Site _____ District ID# _____
Contact _____ Number _____
Meter Model _____ Serial# _____
Meter Accessories _____

Pipe Information

Material _____
Line Size _____ OD Thickness _____ WT
Transducer Spacing _____ Distance from Meter installation is _____

Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ _____ GPM
Initial Meter Reading at Calibration Start: _____ X _____ End: _____ X _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Test Meter Reading at Calibration Start: _____ 0 _____ X 1 _____ End: _____ X 1 _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Meter Tested at _____ % Accuracy Last Meter Test _____ Last Accuracy _____

Comments: Prior to calibration meter was reading _____ % of test meter – Site meter read _____ GPM and test meter read _____ GPM.

Performed By: _____ Date: _____

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature : _____



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 415-2123, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Location:
 Function:
 Technician:

Cal. Type:
 Date:
 DueDate:
 Interval:

Test Equipment Used:

Transmitter Calibration Data

Mfr: Model#: Serial#:
 Full Scale: Line Size:

Input	Measured Output (mA) (v) B A	Req'd Output (mA) (v)	Remarks

Receiver Calibration Data

Mfr: Model#: Serial#:
 Full Scale: Dial X: Chart Range:

0/ Full Scale	Signal in mA/Volt	Req. Output GPM/MGD	Indication GPM/MGD B A	Remarks
0				
25				
50				
75				
100				

Totalizer Calibration Data

Mfr: Model#: Serial#:
 Totalizer Before: Totalizer After: Counter X:

% 0/ Full Scale	Signal in mA/Volt	Req. Output Count	Act. Output Count B A	Time per Test	Remarks
50					
100					
0					

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications.
 Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature :

Weekly Flow Accounting Log

Date	Raw	=	Effluent	+	Concentrate	=	+/- Storage	=	Adjusted Effluent	% of Total Effluent

Date	Storage B	-	Storage A	=	Storage Amount	x	Factor	Gal added to Storage

Exhibit B

Insurance



CERTIFICATE OF LIABILITY INSURANCE

PCCON-C

OP ID: WM

DATE (MM/DD/YYYY)

01/08/2016

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 Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton, FL 33432	CONTACT NAME: PHONE (A/C, No, Ext): 561-210-8715 FAX (A/C, No): 561-210-8716 E-MAIL: ADDRESS:
INSURED P C Controls, Inc. Jerry Scaggs 132 NE 30th Street Wilton Manors, FL 33334	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Co 17370 INSURER B: Nationwide Ins Co Of America 25453 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	NN623096	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		ACPBAZ5954885942	10/27/2015	10/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N ☐ N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

POMPAN9 CITY OF POMPANO BEACH 1205 NE 5TH AVE. POMPANO BEACH, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: **02/27/2012** EXPIRATION DATE: **N/A**

PERSON: **NORMAN P CONAWAY**

FEIN: **650789111**

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC

132 NE 30TH ST

WILTON MANORS, FL 33334

SCOPE OF BUSINESS OR TRADE:

1- OFFICE MACH INSTALL/REPAI 5191

IMPORTANT

F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who
O elects exemption from this chapter by filing a certificate of election
L under this section may not recover benefits or compensation under this
D chapter.

H Pursuant to Chapter 440.05(12), F.S., Certificates of election to be
E exempt... apply only within the scope of the business or trade listed on
R the notice of election to be exempt.

E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt
and certificates of election to be exempt shall be subject to revocation
if, at any time after the filing of the notice or the issuance of the
certificate, the person named on the notice or certificate no longer meets
the requirements of this section for issuance of a certificate. The
department shall revoke a certificate at any time for failure of the
person named on the certificate to meet the requirements of this
section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/15/2014 **EXPIRATION DATE:** 12/14/2016

PERSON: SCAGGS JERRY E

FEIN: 650789111

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC

132 NE 30TH STREET

WILTON MANORS FL 33334

SCOPES OF BUSINESS OR TRADE:

OFFICE MACHINE
INSTALLATION, I

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

City of Pompano Beach, Florida
Water Treatment/Reuse Plants
1205 NE 5th Avenue, Pompano Beach, Florida 33060
p: 954.545.7018 | f: 954.545.7046

Date: February 11, 2016

PC Controls Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Dear vendor,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of the lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,

Lori Frund,
Office Assistant II

Vendor company name has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Vendor company name agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

WPC Controls
Signature

2-11-16
Date

Norman P. Conway / President - Owner
Name and Title (print)

APPROVED
RISK MANAGEMENT
ON 02-11-16
BY JTM



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

August 8, 2017

Normay Paul Conaway, President
P.C. Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Via Facsimile: (954) 563-0919 and Email: pccontrolsinc@bellsouth.net

Dear Mr. Conaway,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-51-16 "Repairs and Calibration of Flow Meters and Related Devices." This renewal will be for one year from September 14, 2017 to September 13, 2018.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at purchasing@copbfli.com by August 21. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.

Signature

Name (print)

8/8/17
Date



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

July 18, 2018

Norman Paul Conaway, President
P.C. Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Via Facsimile: (954) 563-0919 and Email: pccontrolsinc@bellsouth.net

Dear Mr. Conaway,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-51-16 "Repairs and Calibration of Flow Meters and Related Devices." This renewal will be for one year from September 14, 2018 to September 13, 2019.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at purchasing@copbfl.com by July 25. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

I am unable to provide a one-year extension of the subject contract.

Signature

7-19-18
Date

Norman P. Conaway
Name (print)

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND P.C. CONTROLS, INC., A FLORIDA CORPORATION, FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE CITY OF DANIA BEACH, FLORIDA WATER TREATMENT PLANT AND SEWER FACILITIES UNDER THE CITY OF POMPANO BEACH, FLORIDA AGREEMENT (RFP NO. L-51-16)

This is an Agreement (the “Agreement”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and P.C. Controls, Inc., a Florida corporation (“Contractor”), with a mailing address of 132 Northeast 30th Street, Wilton Manors, Florida 33334.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The agreement existing between the Contractor and the City of Pompano Beach and any amendment(s) to it, under an award by the City of Pompano Beach of a project (the agreement, related RFP No. L-51-16 and the contract renewal letter dated July 18, 2018, copies of which are attached as composite Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Pompano Beach, or any city in the area for these same services, then Contractor shall provide such lower service rates to the City.
2. The goods and services to be provided to the City consist of repair and calibration of flow meters and related devices for the City of Dania Beach water treatment plant and sewer facilities.
3. The term of this Agreement shall be through and including September 13, 2019.
4. That in all other respects, the terms of the Pompano Beach agreement apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2018.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ROBERT BALDWIN
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
P.C. CONTROLS, INC., a
Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2018

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me on _____, 2018,
by _____, as _____ of P.C. Controls, Inc., a Florida
corporation, on behalf of the company. He/she is personally known to me or has produced _____
_____ as identification.

Notary Public, State of Florida

Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE SERVICES FROM ALL PRO PAINTING & WATERPROOFING, INC. IN THE AMOUNT OF TWENTY SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$27,450.00) FOR PAINTING AND REPAIR OF CITY HALL WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, FOR A PROJECT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR A SINGLE VENDOR IN A FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER FOR AN EFFECTIVE DATE

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

2018 Memo Authorization to use All Pro Painting for City Hall item 7-10 revised, R-2018-City Hall Painting & Repair Authorization revised, Exhibit A- (3) Quotes- City Hall Building Painting & Repairs



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director

DATE: December 11, 2018

SUBJECT: Approval of Resolution for All Pro Painting to Provide Services for Repairs and Painting for City Hall and to Exceed the City's Vendor Threshold of \$25,000.00

The City Commission requested Public Services to have City Hall painted. During the evaluation process it was determined that in addition to the painting of City hall, repairs to the building are needed as well. Public Services received (3) quotes, with one of the companies being All Pro Painting who provided the lowest quotes for painting and repairs in the total amount of \$27,450.00. (*Quotes are attached*)

Public Services Department is requesting approval to waive competitive bidding and proceed with the lowest written quote and include a \$5,000.00 contingency to address any unforeseen cost associated with the painting and repairs. Hence, a total of \$32,450.00 is proposed to be funded. Therefore, Public Services is requesting approval to exceed the Twenty Five Thousand Dollars (\$25,000.00) threshold for a single vendor.

Funding of the \$32,450.00 will be appropriated from the Public Services Department Construction Maintenance Account #001-39-02-539-46-40 in an amount not to exceed \$32,450.00.

Recommendation:

Public Services Department recommends approval of the following: To authorize All Pro Painting to paint and repair City Hall Building in the amount not to exceed \$27,450.00

RESOLUTION NO. 2018-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE SERVICES FROM ALL PRO PAINTING & WATERPROOFING, INC. IN THE AMOUNT OF TWENTY SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$27,450.00) FOR PAINTING AND REPAIR OF CITY HALL WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, FOR A PROJECT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR A SINGLE VENDOR IN A FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor for each fiscal year; and

WHEREAS, the City is requesting authorization to paint and repair the City Hall building and

WHEREAS, the Public Services Department has obtained three (3) written quotes and determined that the painting services and building repairs can be obtained at the least cost to the City, without competitive bidding and without advertisements for bids from All Pro Painting & Waterproofing, Inc., a proposal for which is attached as Exhibit "A" in the amount of Twenty Seven Thousand Four Hundred Fifty Dollars (\$27,450.00); and

WHEREAS, the Public Services Department is seeking approval to exceed the Twenty Five Thousand Dollars (\$25,000.00) annual vendor threshold for a single vendor; and

WHEREAS, the Public Services Department Director is seeking additional contingency funds of Five Thousand Dollars (\$5,000.00) above the contract cost for permits and any unforeseen costs which may arise during the work process, bringing the total not to exceed for the

project to Thirty Two Thousand Four Hundred Fifty Dollars (\$32,450.00) provided that any remaining funds after project completion will be returned to the Commission Contingency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “WHEREAS” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the City Manager to purchase services from All Pro Painting & Waterproofing, Inc. for painting and building repairs for City Hall; a copy of the proposal is attached as Exhibit “A”, and made a part of and is incorporated into this Resolution by this reference.

Section 3. That funding for these services shall be appropriated from the Commission Contingency Account No. 001-18-00-519-99-10 which has a current available balance of Sixty Six Thousand Seven Hundred Fifty Eight Dollars (\$66,758.00) to the Public Services Department Construction Maintenance Account No. 001-39-02-539-46-40 in an amount not to exceed Thirty Two Thousand Four Hundred Fifty Dollars (\$32,450.00), leaving a remaining balance of Thirty Four Thousand Three Hundred Eight Dollars (\$34,308.00) in the Commission Contingency Account.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the necessary documents as are deemed necessary and proper and in the best interest of the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
□ Palm Beach: 561-482-1855 □ Fax: 561-482-1856 □ 1.800.997.1855

November 12, 2018

CITY OF DANIA BEACH CITY HALL
2101 Stirling Road
Dania Beach, FL 33004

Mr. Jose Urtecho
Public Works Manager
954-924-6808 / jurtecho@daniabeachfl.gov

(10) YEAR SHERWIN WILLIAMS RESILIENCE WARRANTY

Contract – Acceptance made this ____ day of _____, 20____, by **Dania Administration Building** hereinafter referred to as Owner, and **All – Pro Painting & Waterproofing, Inc.** hereinafter referred to as Contractor.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows.

THE WORK AND CONTRACT

The Owner shall pay the Contractor the total sum of \$_____** for the preparation and painting of areas described herein. All work to be done in accordance with the specifications set forth below.

Authorized Representative
City of Dania Beach, Florida

Date

Authorized Representative of All Pro Painting, Inc.
****Please see page #2 for pricing****

Date

5051 NW 13th Ave. Ste. I, Pompano Beach, FL 33064 □ Palm Beach: 561-482-1855 □ Fax: 561-482-1856
Email: ALLPROPAINC@aol.com □ Dino@AllProPaintFL.com

****EXTERIOR PAINTING & REPAIRS CONTRACT****11-12-18**

I. SCOPE OF WORK: repaint the exterior of the building with 1-coat of Sherwin Williams Resilience Exterior Latex Paint to include removing and replacing caulking as necessary around windows and doors per the Sherwin Williams Specification of 8-31-18. Included is corrosion control and repainting two steel stairways. Repair items are priced separately. Color to be same or similar. Other colors may require more paint at additional cost.

1. Bleach wash & clean all mildew areas
2. Completely pressure wash all areas to be painted w/bleach & water solution
3. Seal all stucco surfaces
4. Patch all cracks as specified & caulk all windows and doors, stucco to metal. Replace missing, loose sealant and caulk to achieve a uniform appearance with LoxonS1 urethane sealant.
5. Remove & replace decorative stucco if needed with up to 50 s.f. included in the base price of the job.
6. Paint all exterior surfaces on the building to include previously painted attached cables, conduits, boxes & attachments to include metal drip caps, etc. & paint exterior side of doors as specified **Price: \$22,550.00***
7. Stairways 2-each. Prep corrosion, prime & paint. **Price: \$1,800.00**
8. Remove tile at building entrance, prepare surface and install cementitious spray deck system **Price: \$1,500.00**
9. Install 60 LF of 4"x4" Exterior PVC Raceway to cover cables & paint to match **Price: \$1,600.00**
10. **WINDOWS: our quote is in process with the manufacturer** Price: TBD

Please add items desired: Job Total: _____

Initial: _____

EXCLUSIONS:

1. Aluminum or factory finished window and door frames
2. Building or area light fixtures
3. Sidewalks or any other item not specified

* PRICE includes delivery, rental & pick up of 1-hi reach lift truck for 30 days

NOTE: ALL PAINT TO BE PURCHASED FROM THE DANIA SHERWIN WILLIAMS STORE

PREPERATION AND MATERIAL APPLICATION OF SURFACES TO BE PAINTED

A. Pressure Cleaning

1. All exterior surfaces are to be pressure cleaned using a minimum of 3000 lbs. /psi To remove loose surface contamination, salt deposits, and mildew.
2. On areas where mildew is present, remove mildew using a solution of Clorox Chlorine and Soilax or equivalent per five gallons of water. Mix thoroughly, apply to surface with stiff brush or broom, allow reaction time, and rinse with pressure cleaner or water hose.

Note: When peeling is evident these areas should be pressure cleaned using a "0" oscillating tip. This will provide the right pressure, preferably 3000 to 4000psi, to remove loose paint.

B. Material Application

1. Stucco and Masonry Surfaces

- A. All Chalky stucco/masonry surfaces to be painted are to be sealed using SW Loxon 'Hot Stucco' Conditioner Sealer A24 Series according to their label instructions.
- B. **10- YEAR LABOR & MATERIAL FINISH COAT SYSTEM:** Topcoat stucco/masonry surfaces with one coat of **Sherwin Williams Resilience Exterior Latex Satin Series** as per the manufacturers product data pages and label instructions. Apply with brush, roller, or spray. Coverage is the responsibility of the Contractor. Site visits will be conducted by the Manufacturer's representative to test wet mil thickness during application.

2. Galvanized & Aluminum Metal Surfaces

- A. Remove loose and scaling paint by scraping or wire brushing.
- B. Lightly sand to feather all jagged or peeled surfaces.
- C. Spot prime prep corrosion with SW ProCryl Universal Acrylic Metal Primer B66 Series
- D. .Finish coat: Resilience Exterior Latex Satin

3. Ferrous Metal Surfaces

- A. Remove Loose and scaling paint by scraping or wire brushing.
- B. Lightly sand to feather all jagged or peeling surfaces
- C. Spot prime bare or rusted areas with SW KemKromik Metal Primer B50 Series
- D. Finish shall be one (1) coat of SW Pro Industrial Urethane Alkyd B53 Seris

4. Wood Surfaces

- A. Scrape to remove loose paint.
- B. Lightly Sand and feather all jagged and peeling surfaces.
- C. Spot prime bare areas with SW Exterior Latex Wood Primer B42 Series
- D. Finish on wood doors shall be (1) coat of Resilience Exterior Latex Satin

STUCCO CRACK REPAIR

- 1. All hairline cracks (less than 1/16") are to be detailed with Sherwin Williams Elastomeric Patching Compound textured brush grade. Bridge crack approximately 2" on both sides and crown center directly over crack approximately 1/16" to allow for thermal movement. Match existing stucco texture as close as possible.
- 2. All cracks greater than 1/16" are to be routed open to form "U" or "V" shape, dusted clean, and packed with Sherwin Williams Elastomeric Patch. Apply a detailed coat of smooth or textured brush grade patch over the repair. Bridge crack approximately 1/16" to allow for thermal movement. Tool to approximate existing surrounding stucco.

Note: Remove any loose or spalling stucco adjacent to crack. Fifty (50) square feet of non-structural stucco repair is included in the job.

CAULKING PERIMETERS OF DOORS AND WINDOWS

- 1. Remove all loose or failed open sealant
- 2. Solvent wipe all metal.
- 3. Apply complete and continuous bead of Loxon Urethane Sealant on the stucco to metal perimeter of all doors and windows.

REQUIREMENTS OF THE JOB

ACCESS

All work on this contract will be conducted from the exterior of the building. The Contractor shall clean up and restore all evidence of his operations, both inside and outside the building.

PARKING

The Contractor shall supply a mobile trailer to store paint, equipment and other materials. Owner will assign parking spaces.

SECURITY

It will be necessary for the Contractor to register his personnel if it is necessary for them to enter or leave the building.

CLEANLINESS

All areas of the ground, building, windows, parking areas, and patios shall be left clean of any paint drippings and splatter. Plants, shrubbery, and trees shall be protected.

MANUFACTURER'S REPRESENTATIVE

All work shall be inspected and approved by the paint manufacturer's factory representative. The Contractor shall provide a periodic written report from the factory representative for each of his operations.

WINDOWS

If during the execution of the work, one of the employees breaks a window while performing his duties, the Contractor shall replace the window glass promptly. Extreme care shall be taken while removing any spattered paint from surface to avoid scratching.

ELECTRICITY AND WATER

Owner agrees to supply the Contractor with necessary electricity and water required to operate his equipment and carry out the work.

SPECIFICATIONS

The intent of the Technical Specifications is to describe all required work, conditions of performance, and materials for the building complex.

CONTRACTOR'S RESPONSIBILITIES

1. **The CONTRACTOR agrees to maintain, at Contractor's sole and exclusive expense, a liability insurance policy, both written by a carrier acceptable to Owner, by separate certificate, in an amount not less than \$1,000,000.00 for injuries, including willful death, to any one person and subject to those same limits for each person, in an amount not less than \$1,000,000.00 for damages as a result of each occurrence and property damage insurance in an amount not less than \$1,000,000.00 for damages on any one occurrence. Such policy shall specifically protect the OWNER, its agents and employees, by making them an additional insured, and shall not be modified or canceled without thirty (30) days written notice to OWNER. CONTRACTOR shall furnish the requisite certificates showing the OWNER as loss payee and certificate holder. A copy of the foregoing policy and certificate shall be provided to OWNER prior to the commencement date and any renewals for the same shall be provided to OWNER not less than thirty (30) days prior to termination of the policy renewed thereby. All property located within the property under the care, custody, control or operation of OWNER and belonging to CONTRACTOR shall be at the sole and exclusive risk of CONTRACTOR and OWNER shall not be liable in any way for any damage thereto or theft or misappropriation thereof. Exemptions and subcontractors shall not be allowed.**
2. Contractor shall have a valid **Painting License or General Contractors License**.
3. The Contractor shall obtain all necessary permits. The cost of these permits is the responsibility of the Owner and will be invoiced accordingly.
4. The Contractor shall pay all municipal and utility company fees (i.e., closing off sidewalks or de-energized power lines). These charges are solely the responsibility of the Owner and will be invoiced to the Owner, if incurred.
5. The Contractor shall comply with all fire and OSHA safety regulations throughout the project.
6. If the Owner's Representative feels that an unsafe condition exists, she/ he has the right to stop the job until the condition is corrected.
7. Contractor shall notify the Owner's Representative three days in advance of starting and painting and/or pressure cleaning so that cars can be moved by unit owners/tenants.
8. Contractor will furnish a list of pre-existing conditions at the project. The list, covering items at each building, will protect the Contractor in the event that he is questioned regarding conditions that were present prior to his starting the job. This Damage list must be furnished to the Owner before pressure cleaning of each building.

9. Contractor shall use plywood under the hi-reaches at all times while these machines are on the dirt or grass, with no exceptions.
10. Contractor shall take special care not to break roof tiles. If tiles are broken Contractor shall make Owner aware of the number of broken tiles on each roof. Contractor shall **not** be responsible for breakage. IF APPLICABLE
11. The Contractor, once having started work, shall continuously and expeditiously proceed with its vigorous prosecution until completion. Emergency de-mobilization and re-mobilization may be available at Contractors 'Cost'.
12. All Ladders, etc. Shall be secured at the end of each work day.
13. ***** These specifications are prepared assuming application of the same or similar colors to existing finish. For transparent colors or color changes it is recommended that one gallon of sealer and one gallon of finish color be applied to see if proper hiding is achieved. If same or similar colors do not cover according to specifications, an extra amount shall be paid to the contractor for the third coat. This shall be established at the start of the project.**
14. Contractor shall not be responsible for carpet cleaning upon completion of pressure cleaning.
15. The Contractor and Material Manufacturer shall provide a warranty, respectively, as follows.

PAINT WARRANTY – Sherwin Williams Duration Exterior Satin 10-year Warranty

All - Pro Painting & Waterproofing, Inc. the Contractor, and The Sherwin Williams Paint Company – will warranty **Sherwin Williams Resilience Exterior Latex Satin** against chipping, peeling or flaking, and excessive chalking as direct result of faulty workmanship and/or material failure. Stucco and Masonry surfaces only.

Excluded from this warranty: Peeling, blistering, chalking, fading or loss of adhesion of coatings and sealants resulting directly or indirectly from causes other than faulty workmanship and/or material failure. Excessive heat or moisture, hail, floods, hurricanes, windstorm, tornados and other Acts of God, mechanical or electrical damage, abrasion, collision, environmental pollution, condensation or other moisture under or from within the building surface, settling or movement of building structure, seepage or leakage through undercoated areas of building causing delamination of the new system, or any damages caused by water intrusion to the interior of the property, whether direct or indirect, incidental, consequential, or otherwise.

SUBMITTALS

1. Color selection shall be made by appointed representatives.
2. Upon request by Owner, a sample of the final finish shall be prepared on the job utilizing existing wall surfaces before job is started.

DELIVERY, STORAGE, AND HANDLING

1. Contractor shall have all materials delivered to job site in unbroken containers bearing manufacturer's brand, product name and number, plus color designated.
2. Contractor shall store materials and equipment at site in properly ventilated and secured areas assigned for this purpose by Owner/Building Manager. All receiving shall be done in this location.
3. Contractor shall comply with manufacturer's recommendations as to environmental Conditions under which material can be applied.
4. Contractor shall repair or cause to be repaired any surfaces damaged by operations.

OWNER'S RESPONSIBILITIES

1. *** Owner or Association is to cut back shrubbery to permit workmen free and adequate access to areas to be painted. **Contractor to point out any areas of concern to OWNER or Association prior to beginning work.**
2. *** Owner shall have cars moved according to schedules so that Contractor is not delayed during painting project. **Contractor to point out any areas of concern to OWNER or Association prior to beginning work.**
3. *** Owner shall be responsible for removing and replacing all items from screened balconies and/or patios so items are not damaged. Any item damaged because it was not removed shall **not** be the responsibility of the Contractor. **Contractor to point out any areas of concern to OWNER or Association prior to beginning work.**
4. *** Owner or Association is responsible for all permits, plans, drawings & engineering fees.
5. Owner is to be responsible for the removal of cars on building grounds with advance notice of two (2) days to prevent possible paint spattering from scaffold or workmen on ladders. IF APPLICABLE
6. Owner shall supply electrical service for equipment and water for building cleaning and clean-up. Owner shall supply electricity and water at no cost to the contractor.

5051 NW 13th Ave. Ste. I, Pompano Beach, FL 33064 ☐ Palm Beach: 561-482-1855 ☐ Fax: 561-482-1856
Email: ALLPROPAINTINC@aol.com ☐ Dino@AllProPaintFL.com

7. Owner shall remove and replace all screens as necessary. Owner shall be responsible for leaving or removing window screens during the painting process.

TIMELY COMPLETION

The work to be performed under this contract shall be commenced _____, 20____, and Subject to authorization adjustments, shall be completed no later than _____, 20____.

Contractor agrees to commence the work when directed by Owner and diligently and continuously perform such work and to coordinate the work with other work being performed on the project by other trades, so that the Owner shall not be delayed by any act or omission of Contractor in completion of the project within the time specified above. However, storms, fires, loss of access, unavailability of material, or other incidents beyond the Contractors control which will affect the end date is without penalty to the Contractor. If a civil emergency is declared requiring de-mobilization, the Owner will reimburse contractor for a 2nd delivery and pick up expense of Hi-Reach, Swing Stage or other equipment if such equipment needs to be re-ordered.

Contractor shall make payments to his vendors' contractor and for materials used by him in the performance of his work.

CONTRACT PAYMENTS

The schedule of payments called for under the terms of the contract is attached hereto and incorporated herein as Exhibit "A". Upon completion by Contractor of any stage of work requiring payment under this contract, all work will be inspected by Owner or representative selected by the Owner to supervise said project.

SCHEDULE "A" PROPOSED DEPOSIT & PAYMENT SCHEDULE

Schedule "A" Deposit: 25%

Payment 1: 25% of balance after pressure cleaning

Payment 2: 25% of balance after sealing, patching & caulking

Payment 3. 25% of balance after painting and installation of extra items

Each area is to be inspected with Owner prior to payment. The final payment is to be paid when warranty documents or written confirmation from the manufacturer that a warranty is forthcoming has been delivered to the Owner.

Invoices for Additional Items Excluded from Contract will be invoiced separately.

Payment is due upon presentation of invoice.

Balance more than fifteen (15) days past due shall be subject to a finance charge of 1-1/2% per month.

Any objections to work performed shall be given in writing to the Contractor within ten (10) days of the Contractor's written notice to Owner that the work on said building has been completed. If no objections are made within this period, then payment shall be tendered to Contractor and Contractor shall submit simultaneously a progress payment affidavit, partial release of liens, or, if completion is final, a Contractor's final affidavit, on forms which the Owner may provide, indicating that all subcontractors, laborers, material men, and suppliers have been paid for the work completed.

All work under this contract shall be subject to the approval of the Owner. In the event of dispute arising between Owner and Contractor under this provision, the parties shall agree upon and appoint a third-party expert to determine whether or not the work meets the specifications set out in contract and has been performed in a good and workmanlike manner. If the work meets all said specifications, Owner shall make payment due, Whereas, if the specifications are not met, all work necessary to meet the specifications shall be done by Contractor to the satisfaction of the third-party expert before payment is due under the contract agreement, or Owner may exercise such rights as provided herein. All costs associated with the retaining of the third-party expert shall be divided equally between the Owner and the Contractor.

MISCELLANEOUS

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 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.

OWNER and CONTRACTOR each binds itself, its partner, successors. Assigns legal representatives to the other party hereto, its partners, successors and legal representative in respect to all covenants, agreements and obligations contained in the Contract Documents.

Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intension of the stricken provision.

All notices, demands, consents, approvals, elections or other communications permitted or required to be given hereunder (a notice or notices) shall be in writing and shall be deemed given five days following its deposit with the U.S. Mail or other forms of express delivery service, or upon actual receipt, whichever is earlier, Notices shall be addressed as follows: (a) OWNER, to the Owner's mailing address and to the attorney designated by the Owner, and (b) if to CONTACTOR, to the Contractor's Mailing Address as provided as per provided in the Agreement. Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this section. The inability to deliver a notice because of a changed address for which no prior notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

In any proceeding which the OWNER or CONTRACTOR may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party to prosecute the subject matter, including reasonable attorney's fees a both trial and the appellate level.

This Agreement shall be constructed and enforced in accordance with the laws of the state of Florida. The venue for any legal proceedings arising out of this Agreement shall be Broward County, Florida and replaces all previously submitted quotations, proposals or agreements.

The paragraphs and headings herein contained are for the purposes of identification only, and shall not be considered in construing this agreement.

Neither the failure of either party to exercise any power given to such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Respectfully Presented by: Bill Fairbanks
Sales Manager
Office: 800-997-1855
Email: billsales@allpropaintfl.com
Fax: 561-482-1856
All Pro Painting & Waterproofing , Inc.
All Pro Construction & Concrete Restoration Inc.



**SHERWIN
WILLIAMS.**

102.18

RESILIENCE®

Exterior Latex Satin K43 Series

As of 4/12/2016, Complies with:			
OTC	Yes	LEED® 09 NC CI	N/A
SCAQMD	Yes	LEED® 09 CS	N/A
CARB	Yes	LEED® 09 H	N/A
CARB SCM 2007	Yes	LEED® v4 Emissions	N/A
MPI	Yes	LEED® v4 VOC	Yes

CHARACTERISTICS

Resilience Exterior is a high quality exterior finish with MoistureGuard™ Technology for excellent early moisture resistance. This product, which has improved resistance to early dirt pick up, is recommended for use on aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F.

VinylSafe™ Color Technology allows the use of many darker colors on vinyl siding that cannot be made in most other coatings.

Color: Most colors
To optimize hide and color development, always use the recommended P-Shadow primer

Coverage: 350 - 400 sq ft/gal
@ 4 mils wet; 1.6 mils dry

Drying Time, @ 50% RH:
@ 35-45°F @ 45°F +
Touch: 2 hour 2 hours
Recoat: 24-48 hours 4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Flash Point: N/A

Finish: 10-20 units @ 60°

Tinting with CCE:

Base	oz/gal	Strength
Extra White	0-6	Sher-Color
Deep Base	4-12	Sher-Color
Ultradeep	4-12	Sher-Color
Light Yellow	0-12	Sher-Color
Primary Red	0-12	Sher-Color
Vivid Yellow	0-12	Sher-Color

Vehicle Type: 100% Acrylic

K43W00051

VOC (less exempt solvents):
<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids: 39 ± 2%

Weight Solids: 52 ± 2%

Weight per Gallon: 10.59 lb

Water Vapor Permeance

Based on ASTM D 1653 22.0 perms

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

SPECIFICATIONS

Aluminum & Aluminum Siding¹

2 cts. Resilience Exterior Latex
Concrete Block, CMU, Split face Block

1 ct. Loxon Block Surfacers
2 cts. Resilience Exterior Latex

Brick

1 ct. Loxon Conditioner²
2 cts. Resilience Exterior Latex

Cement Composition Siding/Panels

1 ct. Loxon Concrete & Masonry Primer/Sealer²

or Loxon Conditioner²
2 cts. Resilience Exterior Latex

Galvanized Steel¹

2 cts. Resilience Exterior Latex
Stucco, Cement, Concrete

1 ct. Loxon Concrete & Masonry Primer/Sealer²

2 cts. Resilience Exterior Latex
Plywood

1 ct. Exterior Latex Wood Primer
2 cts. Resilience Exterior Latex

Steel¹

1 ct. All Surface Enamel Primer²
2 cts. Resilience Exterior Latex

Vinyl Siding

2 cts. Resilience Exterior Latex
Wood, Composition Board

1 ct. Exterior Oil-Based Wood Primer
2 cts. Resilience Exterior Latex

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

Cement Composition Siding/Panels

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Concrete & Masonry Primer/Sealer.

Caulking

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.



102.18

RESILIENCE®

Exterior Latex Satin K43 Series

SURFACE PREPARATION	SURFACE PREPARATION	CAUTIONS
Masonry, Concrete, Cement, Block All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces should be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer/Sealer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. Steel Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned. Stucco Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer/Sealer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.	Mildew Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.	For exterior use only. Protect from freezing. Non-photochemically reactive. Before using, carefully read CAUTIONS on label. HOTW 04/12/2016 K43W00051 29 39 Viet, FRC, SP, KOR
	APPLICATION	
Vinyl Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, primer with appropriate primer. Do not paint vinyl with any color darker than the original color unless the paint system features VinylSafe™ Color Technology. Painting with darker colors that are not VinylSafe™ may cause vinyl to warp. Follow all painting guidelines of the vinyl manufacturer when painting. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided. Wood, Plywood, Composition Board Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.	When the air temperature is at 35°F, substrates may be colder: prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 1-1½ hours. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours. No reduction necessary. Brush - Use a nylon/polyester brush. Roller - Use a 3/8" - 3/4" nap synthetic cover. Spray—Airless Pressure..... 2000 psi Tip..... .015"-.019" CLEANUP INFORMATION Clean spills, spatters, hands and tools immediately with soap and warm water. After cleaning, flush spray equipment with compliant clean up solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents. Do not pour unused contents down the drain. Consult with local authorities for method of disposal and recycling.	The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.



**SHERWIN
WILLIAMS.**



108.20A

LOXON®
Conditioner

A24W01100 Guide Coat White
A24V01100 Clear

As of 12/07/2015, Complies with:			
OTC	Yes	LEED® 09 CI	Yes
SCAQMD	Yes	LEED® 09 NC	Yes
CARB	Yes	LEED® 09 CS	Yes
CARB SCM 2007	Yes	LEED® H	Yes
MPI		NGBS	Yes

CHARACTERISTICS

Loxon Conditioner is a 100% acrylic emulsion conditioner that will penetrate and seal interior and exterior surfaces and bond light chalk to the surface. With excellent alkali and efflorescence resistance, this sealer allows new concrete, stucco, and other cementitious surfaces to be coated prior to a 30-day cure, and will adhere to new or existing concrete with a pH of 6 to 13.

Color: Guide-Coat White & Clear

Coverage: 200-300 sq ft/gal

Drying Time, @ 77°F, 50% RH:

Drying and recoat times are temperature, humidity and film thickness dependent.

Touch: 30 minutes

Tack free: 1 hour

Recoat: 3 hours

Flash Point: N/A

Tinting with CCE:

Requires ColorCast Ecotoner colorant for tinting. If desired, up to 1 oz per gallon of ColorCast Ecotoner colorant can be used to approximate the topcoat color. Check color before use.

Vehicle Type: Proprietary Acrylic

Guide Coat White A24W01100

VOC (less exempt solvents):

<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

White

Volume Solids: 18 ± 2%

Weight Solids: 24 ± 2%

Weight per Gal: 8.92 lb

Clear A24V01100

VOC (less exempt solvents):

<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

Clear

Volume Solids: 16 ± 2%

Weight Solids: 17 ± 2%

Weight per Gal: 8.44 lb

SPECIFICATION

Masonry, Concrete, Stucco, Block

1 ct. Loxon Conditioner

2 cts. Appropriate architectural topcoat

For maximum resistance to efflorescence, you must topcoat with one of the Loxon or Loxon XP Coatings.

On exterior applications, Loxon Conditioner must be topcoated within 7 days or the surface may need to be re-cleaned.

If the surface requires a full bodied prime /block filler coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer or Loxon Block Surfacers.

For use on these surfaces:

- Concrete
- Concrete Block
- Brick
- Stucco
- Fiber Cement Siding
- Mortar
- EIFS Exterior Wall Cladding

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

New and Previously Painted

Remove all surface contamination (peeling paint, heavy chalk, efflorescence, laitance, concrete dust, etc.) by washing or pressure washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Masonry/Concrete/Stucco & Block

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and form release and curing agents. Concrete and mortar must be cured at least 7 days at 75°F. Fill bugholes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Masonry surfaces must be dry, 15% or less of water and within a pH range of 6 to 13.

Brick

Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner.



108.20A

LOXON® Conditioner

A24W01100 Guide Coat White
A24V01100 Clear

<u>SURFACE PREPARATION</u>	<u>APPLICATION</u>	<u>CAUTIONS</u>
Mildew Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.	Do not build a surface glaze. Do not apply to a damp surface. Do not apply over heavy chalk. Do not apply if the surface temperature is below 50°F, when rain is expected within 3 hours, or when the relative humidity is 90% or more. No reduction necessary. Brush Use a nylon/polyester or foam brush. Roller Use a 3/8" to 3/4" nap synthetic cover. Spray—Airless Pressure..... 700-1000 psi Tip..... .015" - .019"	Protect from freezing. Not for use on floors. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. HOTW 12/07/2015 A24W01100 09 00 SP, FRC
	<u>CLEANUP INFORMATION</u> Clean spills, spatters, hands and tools immediately with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.	The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.



PRO

INDUSTRIAL™

113.12

WATERBASED ALKYD URETHANE ENAMEL

B53-1050 SERIES
B53-1150 SERIES
B53-1250 SERIES

GLOSS
SEMI- GLOSS
LOW SHEEN

As of 04/04/2018, Complies with:

OTC	Yes	LEED® 09 NC CI	Yes
OTC Phase II	Yes	LEED® 09 CS	Yes
SCAQMD	Yes	LEED® v4 Emissions	No
CARB	Yes	LEED® v4 VOC	Yes
CARB SCM2007	Yes		
Canada	Yes	MPI	

PRODUCT DESCRIPTION

Pro Industrial Waterbased Alkyd Urethane Enamel is a premium quality interior/exterior enamel formulated with a urethane modified alkyd resin system for high performance. It provides beauty and durability when applied to interior/exterior surfaces such as properly prepared drywall, wood, masonry and metal. It brings together the convenience and ease of use of a waterborne coating with the performance and coating characteristics of a traditional oil-based enamel.

- Excellent washability & flow & leveling
- Excellent touch up
- Easy application & cleanup
- Resistant to yellowing compared to traditional alkyds
- Suitable for use in USDA inspected facilities

PRODUCT CHARACTERISTICS

Color: most colors

Extra White B53W01051

Recommended Spread Rate per coat:

Wet mils: 4.0 - 5.0

Dry mils: 1.4 - 1.7

Coverage: 320 - 400 sq ft/gal (7.85-9.81 m²/L)

Approximate spreading rates are calculated on volume solids and do not include any application loss. Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Time @ 4.0 mils wet 50% RH:

@ 77°F

To touch: 1-2 hrs

To recoat: 4 hrs

Drying time is temperature, humidity, and film thickness dependent.

Finish: 75+ @ 60° Gloss
55-70 @ 60° Semi-Gloss
15-25 @ 60° Low Sheen

Tinting with CCE:

Base	oz/gal	Strength
Extra White	0 - 6	SherColor
Deep Base	4 - 12	SherColor
Ultra-deep Base	10 - 14	SherColor

Extra White B53W01051

(may vary by color and base)

VOC (less exempt solvents):

<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids: 34 ± 2%

Weight Solids: 47 ± 2%

Weight per Gallon: 10.28 lb, (4.66kg)

Flash Point: N/A

Vehicle Type: Urethane modified alkyd

RECOMMENDED SYSTEMS

Steel:

1ct. Pro Industrial Pro-Cryl Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Aluminum:

1ct. Pro Industrial Pro-Cryl Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Galvanizing:

1ct. Pro Industrial Pro-Cryl Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Concrete Block:

1ct. Heavy Duty Block Filler
2cts. Pro Industrial Waterbased Alkyd Urethane

Concrete/Masonry:

1ct. Loxon Concrete & Masonry Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Drywall:

1 ct. ProMar 200 Zero VOC Primer
2 cts. Pro Industrial Waterbased Alkyd Urethane

Wood, Exterior:

1 ct. Exterior Wood Primer
2 cts. Pro Industrial Waterbased Alkyd Urethane

Wood, Interior:

1 ct. Premium Wall & Wood Primer
2 cts. Pro Industrial Waterbased Alkyd Urethane

The systems listed above are representative of the product's use, other systems may be appropriate.

System Tested: (unless otherwise indicated)

Substrate: Cold Rolled Steel

Finish: 1 ct. Pro Industrial Waterbased Alkyd Urethane
4 mils wet

Pencil Hardness:

Method: ASTM D3363

Result: 5H

Flexibility:

Method: ASTM D522, 180° bend,
1/8" mandrel

Result: Excellent no cracking

Dry Heat Resistance:

Method: ASTM D2485

Result: 200°F

Block Resistance:

Lab assessment Excellent

Resistance to Yellowing:

Lab assessment Excellent

Oil resistance Lanolin:

Lab assessment Excellent

PRO INDUSTRIAL WATERBASED ALKYD URETHANE ENAMEL



SHERWIN-WILLIAMS.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Do not use hydrocarbon solvents for cleaning.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Prime the area the same day as cleaned.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Prime the area the same day as cleaned.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Heavy Duty Block Filler or Loxon Block Surfer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13/Nace 6/ ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F (23.9°C). Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations.

Wood - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

SAFETY PRECAUTIONS

Refer to the Safety Data Sheets (SDSs) before use. **FOR PROFESSIONAL USE ONLY.** Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

PERFORMANCE TIPS

No painting should be done immediately after a rain or during foggy weather. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. Apply coating evenly while maintaining a wet edge to prevent lapping.

APPLICATION

Refer to the SDS before using.

Temperature: 50°F(10°C) minimum
100°F(37.8°C) maximum
(Air, surface, and material)
At least 5°F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water

Airless Spray

Pressure2000 psi
Hose 1/4" ID
Tip013" - .017"
Filter 60 mesh
ReductionNot recommended

Brush Nylon / polyester
ReductionNot recommended

Roller 1/4-1/2" woven
ReductionNot recommended

If specific application equipment is listed above, equivalent equipment may be substituted.

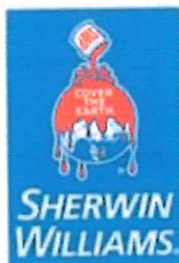
CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

HOTW 03/28/2018 B53W01051 08 43
KOR,FRC,SP

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.



125.20

KEM KROMIK® UNIVERSAL METAL PRIMER

B50NZ0006 BROWN
B50WZ0001 OFF WHITE
B50AZ0006 GRAY

As of 01/16/2018, Complies with:			
OTC	No	LEED® 09 NC, CI	No
OTC Phase II	No	LEED® 09 CS	No
SCAQMD	No	LEED® 09 S	No
CARB	No	LEED® v4 Emissions	No
CARB SCM 2007	No	LEED® v4 VOC	No
Canada	No	MPI	Yes

CHARACTERISTICS

KEM KROMIK UNIVERSAL METAL PRIMER is a rust inhibiting, modified phenolic alkyd resin primer designed for use over iron and steel substrates. Can be used as a universal primer under high performance topcoats. Suitable as a barrier coat over conventional coatings which would normally be attacked by strong solvents in high performance coatings.

Features:

- High film build to protect sand blasted steel
- Corrosion resistant
- Universal, can be topcoated with epoxies and urethanes
- Exterior/interior metal primer
- Suitable for use in USDA inspected facilities

For use on properly prepared:

- Steel

Recommended for use in:

- Shopcoat primer
- Maintenance primer
- Structural steel
- Machinery
- Marine vessels
- Barrier coating
- Hand rail
- Storage tanks
- Bar joists
- Steel pipe

Tinting:

DO NOT TINT

Shelf Life:

36 months, unopened

Finish:

Flat

White B50WZ0001 (may vary by base)

VOC(less exempt solvents) 389 g/L - 3.24 lb/gal
(as per 40 CFR 59.406 and SOR/2009-264, s. 12)

Volume Solids: 55 ± 2%

Weight Solids: 75 ± 2%

Weight per Gallon: 12.86 lb/gal ± .2 lb

Flash Point: 80°F PMCC

Brown B50NZ0006 (may vary by base)

VOC(less exempt solvents) 409 g/L - 3.24 lb/gal
(as per 40 CFR 59.406 and SOR/2009-264, s. 12)

Volume Solids: 53 ± 2%

Weight Solids: 73 ± 2%

Weight per Gallon: 12.62 lb/gal ± .2 lb

Flash Point: 80°F PMCC

SPECIFICATIONS

Color: White, Brown & Gray

Recommended Spread Rate per coat: White B50WZ0001 (varies by base)

wet mils: 6.0 - 8.0

dry mils: 3.3 - 4.4

coverage: 267 - 200 sq ft/gal approximate

Theoretical coverage: 882 sq ft/gal @ 1 mil dry

Drying Schedule @ 6.0 mils wet, 50% RH:

@ 40°F/4.5°C

@ 77°F/25°C

@ 110°F/43°C

To touch: 2 hours

Tack handle: 2.5 hours

To recoat: with itself & alkyds 2.5 hours

To recoat:* 36 hours

To cure: 7 days

30 minutes

1 hours

1 hours

16 hours

7 days

15 minutes

20 minutes

45 minutes

16 hours

7 days

* Recoat with hot solvents or high performance coatings. For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer. Drying and recoat times are temperature, humidity, and film thickness dependent.

RECOMMENDED SYSTEMS

Steel:

1ct. Kem Kromik Universal Primer

1-2 cts. Topcoat

Acceptable Topcoats:

Acrolon 218 HS Polyurethane

Hi-Solids Polyurethane

Industrial Enamel

Macropoxy HS Epoxy

Metalatex Semi-Gloss Enamel

Pro Industrial Acrylic

Pro Industrial DTM Acrylic

Pro Industrial Waterbased Epoxy

Pro Industrial Waterbased Alkyd-Urethane

Pro Industrial Multi-Surface Acrylic

Pro Industrial Pre-Catalyzed Epoxy & Urethane

Pro Industrial Urethane Alkyd Enamel

Pro Industrial Waterbased Acrolon 100

Sher-Cryl

Silver-Brite Aluminum

Steel Master 9500

Tile-Clad HS Epoxy

The systems listed above are representative of the product's use, other systems may be appropriate. Other topcoats may be appropriate.

System: (unless otherwise indicated)

Substrate: Steel

Surface Preparation: SSPC-SP6/NACE 3

Primer: 1ct. Kem Kromik Universal Metal Primer, @ 3.0 - 4.4 mils dft/ct.

Adhesion¹:

Method: ASTM D3359

Result: 4B

Corrosion Resistance¹:

Method: ASTM D5894, 1008

Result: Pass

Dry Heat Resistance:

Method: ASTM D2485

Result: 200°F

Flexibility¹:

Method: ASTM D522,

1/4" mandrel

Result: Pass

Fineness of grind²:

Method: Hegman

Result: 4 Hegman minimum

Sag Test²:

Method: ASTM D4400

Result: 12 mils minimum

Viscosity²: 84-94 KU

Water Resistance¹:

Result: Pass

¹ 1ct. Kem Kromik Primer 4.5-5 WFT ² Standard test based on Certificate of Analysis



SHERWIN-WILLIAMS.

KEM KROMIK® UNIVERSAL METAL PRIMER

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Iron & Steel- Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils). Prime any bare steel within 8 hours or before flash rusting occurs.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Other substrates may or may not be appropriate. If a specific substrate is not listed above, consult your Sherwin-Williams representative for more information.

As a "Barrier" Coat - If it is necessary to topcoat a previously painted surface with chemically resistant or strong solvent topcoats, Kem Kromik Universal Metal Primer can be used as a barrier coat to help reduce lifting. Apply a coat of Kem Kromik Universal Metal Primer to a small area to test for adhesion or bleeding. If there is evidence of either poor adhesion or bleeding, clean surface to bare steel and apply recommended system.

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build.

SAFETY PRECAUTIONS

Refer to the SDS sheets before use. **FOR PROFESSIONAL USE ONLY**

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

PERFORMANCE TIPS

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Not recommended for immersion service or exposure to acids, alkalis, or strong solvents.

Intimate contact with the steel surface and primer is necessary for adequate rust inhibition and adhesion.

For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer.

APPLICATION

Refer to the SDS sheet before use

Temperature: 40°F(4.5°C) minimum
120°F(49°C) maximum
(Air, surface, and material)
At least 5°F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer Not recommended
Clean Up Xylene, R2K4

Airless Spray

Pressure 1800-3000 psi
Hose 1/4" ID
Tip015-.019"
Filter 60 mesh

Conventional Spray

Gun Binks 95
Fluid Nozzle 63C
Air Nozzle 63PB
Atomization Pressure 50 PSI
Fluid Pressure 15-20 PSI

Brush Natural Bristle

Roll 3/8" woven with solvent resistant core

If specific application equipment is not listed above, equivalent equipment may be substituted

CLEANUP INFORMATION

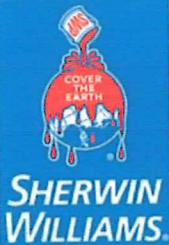
Clean spills, spatters & tools with compliant cleanup solvent. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

HOTW	01/16/2018	B50NZ0006	38 409
HOTW	01/16/2018	B50WZ0001	39 389
HOTW	01/16/2018	B50AZ0006	20 386

SP

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.



PRO

INDUSTRIAL™

113.05

Pro-CRYL®
UNIVERSAL PRIMER

As of 09/11/2015, Complies with:			
OTC	Yes	LEED® 09 CI	Yes
SCAQMD	Yes	LEED® 09 NC	Yes
CARB	Yes	LEED® 09 CS	Yes
CARB SCM 2007	Yes	LEED® 09 S	Yes
MPI	107,134	NGBS	Yes

B66W00310
B66A00310
B66N00310

OFF WHITE
GRAY
RED OXIDE

CHARACTERISTICS

Pro Industrial Pro-Cryl Universal Primer is an advanced technology, self cross-linking acrylic primer. It is rust inhibitive and designed for commercial, new construction and maintenance applications. It can be used as a primer under water-based or solvent-based high performance topcoats.

- Rust inhibitive
- Single component
- Early moisture resistant
- Fast dry
- Low temperature application 40°F
- Interior and exterior use
- Suitable for use in USDA inspected facilities

Color: Off White, Gray, Red Oxide

Recommended Spread Rate per coat:

Wet mils: 5.0 - 10.0
Dry mils: 1.8 - 3.6
~Coverage: 160 - 320 sq ft/gal
Approximate

Theoretical coverage sq ft/gal

(m²/L) @ 1 mil / 25 microns dft 577sq ft
NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Time @ 6.0 mils wet 50% RH:

	40°F	77°F	120°F
To touch:	2 hrs	40 min	20 min
Tack free:	8 hrs	2 hrs	1 hr
To recoat:	16 hrs	4 hrs	2 hrs
To cure:	45 days	30 days	14 days

Drying time is temperature, humidity, and film thickness dependent.

Finish: Low sheen

Flash Point: N/A

Shelf Life: 36 months, unopened
Store indoors at 40°F to 100°F.

Tinting: Do not tint

B66W310 (may vary by color)

VOC (less exempt solvents):

96 g/L; 0.80 lb/gal
As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids: 36% ± 2%

Weight Solids: 49% ± 2%

Weight per Gallon: 10.23 lb

RECOMMENDED SYSTEMS

Waterborne topcoat:

- 1-2 cts. Pro Industrial Acrylic
- or Pro Industrial DTM Acrylic
- or Pro Industrial Multi-Surface Acrylic
- or Pro Industrial Pre-Catalyzed Waterbased Epoxy
- or Pro Industrial Waterbased Acrolon 100
- or Pro Industrial Waterbased Catalyzed Epoxy

Solventborne topcoat:

- 1-2 cts. Pro Industrial High Performance Epoxy
- or Pro Industrial Urethane Alkyd

Pro Industrial Pro-Cryl Universal Primer B66W310 Off White is GREENGUARD GOLD certified for low chemical emissions into indoor air during product usage. For more information, visit ul.com/gg.

System Tested: (unless otherwise indicated)

Substrate: Steel
Surface Preparation: SSPC-SP10
1 ct. Pro Industrial Pro-Cryl Universal Primer
1 ct. Pro Industrial Acrylic

Adhesion:

Method: ASTM D4541
Result: 500 psi

Corrosion Weathering:

Method: ASTM D5894, 10 cycles,
3360 hours
Result: Passes

Direct Impact Resistance:

Method: ASTM D2794
Result: >140 in. lbs.

Dry Heat Resistance*:

Method: ASTM D2485
Result: 200°F

Flexibility:

Method: ASTM D522, 180° bend,
1/4" mandrel
Result: Passes

Moisture Condensation Resistance:

Method: ASTM D4585, 100°F, 1250
hours
Result: Passes

Pencil Hardness:

Method: ASTM D3363
Result: H

Salt Fog Resistance:

Method: ASTM B117, 1250 hours
Result: Passes

Provides performance comparable to products formulated In Lieu of Federal Specification: AA50557 and Paint Specification: SSPC-Paint 23.

*Suitable for intermittent dry heat resistance up to 300°F when used as a system with Sher-Cryl HPA

PRO INDUSTRIAL™
PRO-CRYL® UNIVERSAL PRIMER



SHERWIN-WILLIAMS.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Do not use hydrocarbon solvents for cleaning.

Iron & Steel - Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Prime the area the same day as cleaned.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

SAFETY PRECAUTIONS

Refer to the SDS sheets before use. **FOR PROFESSIONAL USE ONLY**
Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

PERFORMANCE TIPS

No painting should be done immediately after a rain or during foggy weather. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. Apply coating evenly while maintaining a wet edge to prevent lapping.

APPLICATION

Refer to the SDS before using

Temperature: 40°F minimum
120°F maximum
(air, surface, and material)
At least 5°F above dew point
Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water

Airless Spray

Pressure 2000 psi
Hose 1/4" ID
Tip015" - .019"
Filter 60 mesh
Reduction Not recommended

Conventional Spray

Gun Binks 95
Fluid Nozzle 66
Air Nozzle 63PB
Atomization Pressure 60 psi
Fluid Pressure 25 psi
Reduction As needed up to 5% by volume

Brush Nylon/Polyester
Reduction Not recommended

Roller 3/8" woven
Reduction As needed up to 5% by volume

If specific application equipment is listed above, equivalent equipment may be substituted.

CLEANUP INFORMATION

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW 09/11/2015 B66W00310 32 96

KOR, FRC, SP



ALLPR-7

OP ID: ANGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2018

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 have ADDITIONAL INSURED provisions or 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 Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Paul Regan Finley		800-538-0487		CONTACT NAME: PHONE (A/C, No, Ext): 800-538-0487 FAX (A/C, No): 561-626-3153 E-MAIL ADDRESS:	
INSURED All Pro Construction & Concrete Restoration Inc. 5051 NW 13th Ave Ste I Pompano Beach, FL 33064		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Colony Ins Co.		39993	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
INSURER F:					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			103GL0019082-01	07/22/2018	07/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CYPRE14

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2018

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 have ADDITIONAL INSURED provisions or 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

S. T. Good Insurance, Inc.
2501 SE Aviation Way
Suite H
Stuart

FL 34996

INSURED

All Pro Construction & Concrete Restoration, Inc.
5051 NW 13th Ave Ste 1

Pompano Beach

FL 33064

CONTACT NAME: Tammy Waddington

PHONE (A/C, No, Ext): (772) 287-3625

FAX (A/C, No): (772) 287-3516

E-MAIL ADDRESS: twaddington@thegoodagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Florida Citrus, Business & Industries Fund

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1861437221

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☐ OCCUR ☐			N/A			EACH OCCURRENCE \$ N/A
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A
							MED EXP (Any one person) \$ N/A
							PERSONAL & ADV INJURY \$ N/A
							GENERAL AGGREGATE \$ N/A
							PRODUCTS - COMP/OP AGG \$ N/A
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY ☐ PRO-JECT ☐ LOC ☐						COMBINED SINGLE LIMIT (Ea accident) \$ N/A
	OTHER:						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	AUTOMOBILE LIABILITY						
	ANY AUTO ☐			N/A			EACH OCCURRENCE \$ N/A
	OWNED AUTOS ONLY ☐						AGGREGATE \$ N/A
	HIRED AUTOS ONLY ☐						\$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐						\$
							\$
	UMBRELLA LIAB ☐						
	EXCESS LIAB ☐			N/A			EACH OCCURRENCE \$ N/A
	OCCUR ☐ CLAIMS-MADE ☐						AGGREGATE \$ N/A
							\$
	DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		10600197-2018	05/18/2018	05/18/2019	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**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

FL 33069

PALM BEACH COUNTY CONTRACTORS CERTIFICATE OF COMPETENCY

This is to certify that in accordance with the provisions of Chapter 67-1876, Laws of Florida, as amended:

DIONISIO F. ORTIZ

has been duly certified as a **PAINTING CONTRACTOR** together with all
Rights, Privileges and Responsibilities Appertaining Thereto.

**CONSTRUCTION INDUSTRY LICENSING BOARD OF PALM BEACH COUNTY
IN TESTIMONY WHEREOF THIS 11TH DAY OF MARCH IN THE YEAR OF 2006.**



DOUGLAS HACKL, CHAIR

KURT F. EISMANN, DIRECTOR

WALL CERTIFICATE - THIS CERTIFICATE IS NOT A LICENSE



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CAPPELEN, ARTHUR J

ALL PRO CONSTRUCTION & CONCRETE RESTORATION, INC.
5051 NW 13TH AVE STE 1
POMPANO BEACH FL 33064

LICENSE NUMBER: CGC1522898

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PAINTING UNLIMITED

07-PU-14526-R
ORTIZ, DIONISIO F. - QUALIFYING
ALL PRO PAINTING & WATERPROOFING INC
5051 NW 13 AVE SUITE I
DEERFIELD BEACH FL 33064
EXPIRES 08/31/2019



CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

ORTIZ, DIONISIO F.
10559 MARINA WAY

BOCA RATON FL 33428

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY**

PAINTING UNLIMITED
CC# 07-PU-14526-R
ORTIZ, DIONISIO F. - QUALIFYING
ALL PRO PAINTING & WATERPROOFING INC
5051 NW 13 AVE SUITE I
DEERFIELD BEACH FL 33064

EXPIRES 08/31/2019



Construction Industry Licensing Board of
Palm Beach County

(561) 233-5525

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

DIONISIO F ORTIZ
5051 NW 13TH AVE
SUITE 1
POMPANO BEACH, FL 33064

Congratulations on obtaining your PAINTING Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

Edward Lynch, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-20546	PAINTING

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : DIONISIO F ORTIZ

FIRM : ALL PRO PAINTING & WATERPROOFING INC

DEA :

5051 NW 13TH AVE

SUITE #1

POMPANO BEACH, FL 33064-8650



Issued : 11/20/2017

Expiration date: 09/30/2019



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
• Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

REFERENCES

THE BANK CONDOMINIUM - PARKING GARAGE - DECK WATERPROOFING
8101 Biscayne Blvd. Miami FL 33138
Contact: Chester Dowdy (PM)
Email: thebankcondo@gmail.com

ELLESMERE B - 72 4 STORY TOWNHOMES - PAINT & RESTORATION
4028 Ellesmere B Deerfield Beach, FL 33064
Contact: Pat Bidol-Padva
PHONE: 561.289.0802
EMAIL: bidolpadv@aol.com

CASA PARADISO - 100 UNIT 3 STORY - PAINT & WATERPROOFING RESTORATION
541 Blue Heron Drive Hallandale FL 33009
Contact: Yvan Vandemale
PHONE: 803.466.8190

BROWARD HEALTH - VARIOUS - INTERIOR WALL REPAIRS & PAINT
Micah Fisher, Corporate Real Estate
1800 NW 49th St. Fort Lauderdale, FL 33099
mfisher@browardhealth.org

THE VILLAGE OF SAILBOAT BEND - 220 3 STORY TOWNHOMES
400 SE 12TH STREET, FORT LAUDERDALE, FL 33316
CONTACT: Sheri Lory (PM)
PHONE: 954.305.2959

CORINTHIAN GARDENS, INC. 4 STORY CONDO BUILDING
501 S.W 11th Place, Boca Raton, FL 33432
CONTACT: Patti Servidio, (Manager)
PHONE: 561.235.5419

ADMIRALS WALK CONDOMINIUM ASSOCIATION, INC. 18 STORY HI-RISE



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064

• Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

4545 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487

CONTACT: Daniel Gonzalez

PHONE: 561.392.9034

KEY LARGO YACHT CLUB – 3 STORY TOWNHOMES

1501 OCEAN BAY DRIVE, KEY LARGO, FLORIDA 33037

CONTACT: TANIA MARTINEZ

PHONE: 305.746.6198

OMEGA 5 – 4 STORY CONDO BUILDING

7400 NW 17th Street, Plantation, FL 33313

CONTACT: Steve Anderson (PM)

PHONE: 954.732.8703

TERRACES OF THE ISLE CONDO – 5 STORY CONDO BUILDING

110 HENDRICKS ISLE, FORT LAUDERDALE, FLORIDA

CONTACT: Sheri Lory (PM)

PHONE: 954.305.2959

CITY PLACE TOWER – 20 STORY BUILDING

525 Okeechobee Blvd, West Palm Beach, FL 33401

CONTACT: Rick Crawford (Prop. Mgr.)

PHONE: 561.650.0900

TRUMP PLAZA OF THE PALM BEACHES – 2/32 STORY BUILDING WITH PARKING GARAGE

525 South Flagler Drive, West Palm Beach, FL 33401

CONTACT: Michael Kampy (GM)

EMAIL: mkampy@trumpwpb.com

SAWGRASS LANDINGS – SHOPPING CENTER

13999, 13775 & 13713 West Sunrise Blvd, Sunrise, FL 33323

CONTACT: Mr. Michael or Jon Samuels (Owner)

PHONE: 305.775.5700



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
• Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

MORNING STAR CONDOMINIUM ASSOCIATION, INC.
5800 – 5849 MORNINGSTAR CIR., DELRAY BEACH, FL
CONTACT: Carol Quinn (Board member)
PHONE: 561.702.7033

EAST END CONDOMINIUM ASSOCIATION, INC.
2601 NE 1st St. Pompano Beach, FL 33062
CONTACT: Peter T. (President)
PHONE: 954.263.1158

WATERVIEW CONDO. ASSOCIATION, INC.
CONTACT: Diane Hill/ President
PHONE: 561.756.3283

MONTEREY HOUSE CONDO – 8 STORY MID-RISE
3114 South Ocean Blvd., Highland Beach, FL 33487
CONTACT: Mr. Dennis Sheridan
PHONE: 561.699.5776

CHEATEAU WOODS CONDOMINIUM ASSOCIATION, INC. – 37/ 4 PLEXES
3700 – 4300 Village Drive, Delray Beach, FL 33446
CONTACT: Greg Hana
PHONE: 561-436-4618

CAMERON CONDOMINIUM ASSOCIATION, INC. – 4 STORY CONDO BUILDING
505 N. RIVERSIDE DR. POMPAÑO BEACH, FL 33062
CONTACT: Gerard Gervis (Board Member)
PHONE: 954.663.5402

WATERWAY CONDOMINIUM ASSOCIATION, INC. – 2-4 STORY CONDO BUILDINGS
2200 & 2600 S. Ocean Blvd Hollywood, FL 33020
CONTACT: Richard Abbinanti
EMAIL: rabbianti@pace.edu



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
• Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

CONTRACTORS BUSINESS PARK

2701 Vista Parkway, West Palm Beach, FL 33411
CONTACT: Jim O'Brien (Property Manager)
PHONE: 561.289.1288

HOLIDAY SPRINGS VILLAGE CONDOMINIUM ASSOCIATION, INC.

3251 & 3261 Holiday Springs Blvd. Margate, FL 33063
CONTACT: Minnette Cummings
PHONE: 954.695.1778

PARKDALE HOUSE @ COLONY CONDOS

5500 N Ocean Blvd, Boynton Beach, FL 33435
CONTACT: Ron Pasquariello
PHONE: 443.783.3492

TARPON RIVER VILLAGE HOA

705 SW 4th Avenue Fort Lauderdale, FL 33315
CONTACT: Sheri Loury (PM)
PHONE: 954.305.2959

BOCA ESTE CONDO ASSOCIATION, INC.

Boca Raton, FL
CONTACT: Richard Storfer, Pres.
PHONE: 561 - 391 - 1946

PALM BEACH HISTORIC INN

Palm Beach Island, FL
CONTACT: Sharon Kahle, Innkeeper
PHONE: 561.832.4009

**SOUTHWINDS CONDO AT CROSSWINDS CONDO. ASSOCIATION, INC. – 5 STORY BUILDING
1850 Homewood Blvd, Delray Beach, FL 33445**

CONTACT: Laura Dec / President
PHONE: (508) 498 - 3406



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
• Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

VCA ANIMAL HOSPITAL

180 SPANISH RIVER BLVD. BOCA RATON, FL
CONTACT: DR. GREENLAND
PHONE: 561.368.0583

CONFORT INN SUITES

1221 Hypoluxo Rd. Lantana, FL 33462
CONTACT: Max Apadoco (GM)
PHONE: 561.582.7878

CLARIDON HOUSE CONDOMINIUM ASSOCIATION, INC. - 3 STORY TOWNHOMES

2348 WILTON DR. WILTON MANORS, FL
CONTACT: Rich Butler, GC
PHONE: 561 - 722 - 3134

CHURCHES & TEMPLES:

GRACE COMMUNITY CHURCH

CONTACT: Knox Wolaver (Property Manager)
PHONE: 561.362.7224

CORAL RIDGE PRESBYTERIAN CHURCH

5555 N. FEDERAL HWY FT. LAUDERDALE, FL 33308
CONTACT: Barney Koenig / Director of Facilities
PHONE: 954.914.2284

KNOX THEOLOGICAL SEMINARY

5554 N. Federal Hwy. Ft. Lauderdale, FL
CONTACT: Brad Briggs, Facility Director



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
• Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

PHONE: 954 – 334 – 5081

STACY FOUNDATION, INC.

Ft. Lauderdale, FL

CONTACT: Heather C.

PHONE: 954 – 776 – 3386

FIRST BAPTIST CHURCH OF BOYNTON BEACH

301 N. Seacrest Blvd. Boynton Beach, FL 33435

CONTACT: Sandy Bitgood, Manager

PHONE: 561.572.5416

New Covenant Church

3311 NW 9th Ave. Pompano Beach, FL

CONTACT: Patti Ziltch

PHONE: 954.600.1440

TRINITY INTERNATIONAL CHURCH

Delray Beach, FL

CONTACT: Tina Baker (manager)

PHONE: 561.967.1900

SAINT LUCY CATHOLIC CHURCH

CONTACT: Maureen Wilnkler

PHONE: 561.278.1280

ANSHEI EMUNA CONGREGATION

16189 Jog rd. Delray Beach, FL

CONTACT: Mr. Lee Cherney

PHONE: 561.620.9200 x111

FIRST PRESBYTERIAN CHURCH OF FORT LAUDERDALE



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
 • Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

HOLLYWOOD BEACH TOWER – 13 STORY HOTEL

301 Harrison St., Hollywood, FL 33019

CONTACT: Ms. Yva Saint Louis (GM)

PHONE: 954-920-5133

BOCA VILLAGE – OFFICE BUILDING

4755 Technology Way, Boca Raton, FL 33431

CONTACT: Bill Fairman, Jr.

PHONE: #: 561.362.7224

NOVA HILLS NORTH CONDOMINIUM ASSOCIATION, INC. – 30 Townhomes

7560 Nova Dr. Davie, FL

CONTACT: Joel Lehman (President)

PHONE: 954.895.6762

CONRAD HOTEL – 27 STORY BUILDING

551 N Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33304

CONTACT: Steve, Tish or Rick

PHONE: 561.640.5974

KENDALL SQUARE SHOPPING CENTER, DAVIE PLAZA & SHOPPES OF INVERRARY

12562 SW 120th Street, Kendall, FL 33186

CONTACT: Chris Smith

PHONE: 954.661.7306

OCEANSIDE APTS., INC.- 3 STORY 100 UNITS

3200 NE 7TH CT., POMPANO BEACH, Florida 33062

CONTACT: Joe Palumbo (VP)

PHONE: 401.487.8684

BOCA WEST MASTER ASSOCIATION, INC.

20540 Country Club Rd., Boca Raton, FL

CONTACT: Lawson Turner

PHONE: 561.479.3772



5051 NW 13th Ave, Ste. I Pompano Beach, FL 33064
• Palm Beach: 561-482-1855 • Fax: 561-482-1856 • 1.800.997.1855

401 S.E. 15th Ave, Fort Lauderdale, FL 33301
CONTACT: Arthur Cappelen
PHONE: 954.445.2979

MORE REFERENCES AVAILABLE

June 12, 2011

Dino Ortiz
ALL PRO Painting & Waterproofing, Inc.
10559 Marina Way
Boca Raton, FL 33428

Dear Dino,

Sorry for the delay of this letter, but it is heartfelt nevertheless.

From the beginning to the end of our paint project at Flanders L Association, you have been outstanding in every way. You worked with me & the board of directors in a professional manner, as you understood what we wanted to achieve. Our goal was to have the most beautiful building in all of Kings Point, (7,200 units). Dino, you & your company made our dream come true. Our building of 48 units with our "south beach" colors, & great painted entrances & walkways, is the talk of the Kings Point community.

I know the dedication to excellence you have & I wish you great success in the future & in all you undertake, not only in business but in life as well.

It has been a pleasure to know you as a person & as a businessman.

Please don't hesitate to use me as a reference when soliciting future business for ALL PRO Painting.

Thank you,

A handwritten signature in cursive script, appearing to read "Ruby", followed by a long horizontal flourish.

Ruby Eisner, President
569 Flanders Drive
Flanders L Condominium Association
Kings Point
Delray Beach, FL 33484

OCTOBER 2012

★ SECTION B, 32 PAGES ★

VOLUME 36, NUMBER 01

A Facelift for Keswick C

Text and Photo by DAYLE STERNSTEIN

When the snowbirds return to Keswick C they will find a dramatically different looking building. The facelift was accomplished thanks to the due diligence of a committee chaired by Lillian Jaffe and included Board President May Golden, Jerry Goldfarb and Dayle Sternstein. Several companies were interviewed and submitted samples and the committee awarded the contract to Dino Ortiz of All-

Pro Paint, Inc.

The process began with a power washing of the building followed by a new paint job. Doors and balustrades were painted a blue-gray. The same color was applied to frame out the tiles on the front of the building. The biggest change was to the catwalks; the old surface was ground down and a new concrete surface was applied. The concrete was formed into designs



A new look for Keswick C.

to resemble stones, and color was applied by hand in a lighter and darker tone of the blue-gray, and then sealed to protect the surface. The new catwalks are much safer and much less slippery.

The All-Pro Paint crew worked through the brutal heat we had this summer and the results are stunning. Drop by Keswick C and see our beautiful home.

65 Social Club Presents A Murder Mystery Overnight Trip

Keswick C Condominium Association, Inc

151 Keswick C
Deerfield Beach, FL 33442-2245
jerrygoldfarb@bellsouth.net
(561) 985-5605

September 15, 2012

AllPro Painting
10559 Marina Way
Boca Raton, FL 33428

Dear Dino Ortiz:

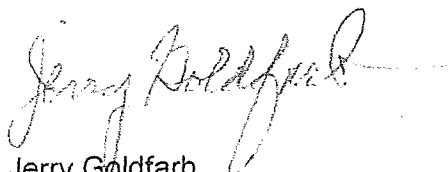
As the Vice President of Keswick C Condominium Association, Inc, located in Century Village East, Deerfield Beach, Florida I would like to thank you for the great job your company did in painting our building and applying a new surface to our catwalks.

Your staff was both professional and courteous and did a fantastic job.

You lived up to our expectations and followed through on each and every promise.

Please feel free to add us to your list of satisfied customers.

Sincerely,



Jerry Goldfarb
Vice President

Trinity Christian Academy & Preschool
Strong Education for World Change

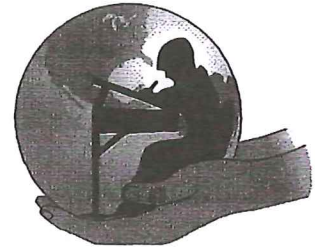
7259 S. Military Trail
Lake Worth, FL 33463

www.tcalw.org

Toll-Free: 1-866-833-8918

Academy: (561) 967-1900

Preschool: (561) 965-2262



November 14, 2013

To Whom It May Concern:

I would like to recommend All Pro Painting & Waterproofing. All Pro Painting & Waterproofing did a great job on our interior doors. Dino Ortiz took special care of our school. There were 58 doors that needed to be sanded, primed, and repainted front and back. He made sure he used the best products for our job. His knowledge and professionalism was notice by all. All of his employees were professional and did quality work.

We will definitely use All Pro Painting & Waterproofing for future jobs.

Sincerely,

Tina R. Baker

*Southern Association of Colleges and Schools
Florida League of Christian Schools
Christian Schools of Palm Beach County*

*VPK Provider
Gold Seal Accredited
Quality Counts Site*

Review Date: January 14, 2015

Member:

Sandra Bitgood

1428 W. Trammell St.

Lantana, FL 33462

Category:

Painting - Exterior

Services Performed:

Yes

* More Weight is given to a review where work has been completed.

Work Completed Date:

September 29, 2014

Hire Again:

Yes

Approximate Cost:

\$45,000.00

Description Of Work:

Painted all of the exterior of church building. This included the prep and painting of new stucco work, the prep and painting of original brick of old building and the stucco of new building that was in need of waterproofing in may areas.

Member Comments:

Dino, All Pro's owner, was always prompt in returning any calls and dealing with any concerns we had. He had to also deal with our city which wasn't clear on their requirements after going to the ourselves and Dino also going to them to find out the requirements. Like any work done, it's important for you to look over and be happy with the job and Dino walked the job several times with us to insure a job well done and again address any of our concerns. We appreciate All Pro's hard work and job well done. The building is beautiful.

PAGE OF
happiness
NOMINEE

Overall A

Price A

Quality A

Responsiveness A

Punctuality A

Professionalism A

Review Date: August 12, 2015

Member:

vicki segal

2380 nw 45th street

boca raton, FL 33431

Categories:

Painting - Exterior

Painting - Interior

Pressure Washing

Roof Cleaning

Services Performed:

Yes

* More Weight is given to a review where work has been completed.

Work Completed Date:

August 07, 2015

Last Modified Date:

September 16, 2015

Hire Again:

Yes

Approximate Cost:

\$9,500.00

Home Build Year:

1989

Description Of Work:

EXCELLENT EXCELLENT EXCELLENT! From my initial meeting with the owner, Dino, I knew I would be well taken care of. He understood all that I needed done and assured me that his company could handle the job with ease. What I particularly liked was that his company could do all the work necessary- they pressure cleaned the roof, back patio, the driveway, and the house. Then they painted the complete exterior of the house along with several areas inside. I had several other quotes but most were not able to handle the entire job or if they could they wanted a lot more money. The entire job was handled so easily and professionally. They showed up exactly when arranged for and continued each day until the work was completed. Each worker was more than prompt, usually arriving before 8 and working a full day. The workers were so nice and left the job-site spotless each day. As well, the owner came to check on the job several times. And the result--our house looks beautiful both inside and out. I would highly recommend All Pro painting!

Member Comments:

Share on Band of Neighbors:

No

Overall A

Price A

Quality A

Responsiveness A

Punctuality A

Professionalism A

Review Date: December 15, 2015

Member:

Spencer Milligan

139 Shore Ct

North Palm, FL 33408

Categories:

Basement Waterproofing

Drywall

Painting - Exterior

Painting - Interior

Services Performed:

Yes

* More Weight is given to a review where work has been completed.

Work Completed Date:

September 15, 2015

Hire Again:

Yes

Approximate Cost:

\$15,200.00

Description Of Work:

Exterior Paint, Drywall, waterproofing, interior paint, trim work

Member Comments:

Incredible company.

Dino, was my estimator and point man thought the project. His bid was by far the most most cost conscientious, the quality of work was superb, and his whole team was professional and kind.

I would highly recommend them as they are a terrific all in one company that will exceed your expectations.

Share on Band of Neighbors:

Yes

Overall A

Price A

Quality A

Responsiveness A

Punctuality A

Professionalism A

[Respond to Review](#)

Casa Verano Condominium Association, Inc.
2400 NE 10th Street
Pompano Beach, FL 33062

April 2017

TO WHOM IT MAY CONCERN:

RE: ALL PRO PAINTING & WATERPROOFING

This letter is to acknowledge a painting job well done by All Pro Painting & Waterproofing. We could not have been happier with our choice of using All Pro.

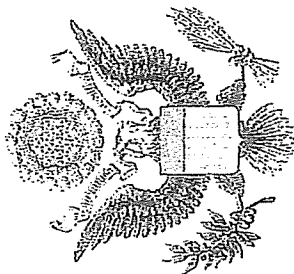
From day one Dino and his team of people were professional. Any questions or concerns were immediately addressed. From set-up to the job being finished they were excellent. They were prompt in their arrival time, everything was cleaned up at the end of each day and when the job was done you would have never known they had been here except for the fact we had a beautiful newly painted building.

We have had so many compliments on our building (including residents and people just walking by) and the color scheme we used and that was due in a large part by working with Dino to come up with the colors that were going to complement each other. We look forward to working with Dino on other projects and would recommend him for any project you might have.

Please feel free to contact me if you have any questions.

Sincerely,
Janet C. Kayan
Secretary/Treasurer
Board of Directors
Casa Verano Condominium Association, Inc.
jckayan@bellsouth.net

Honorable Discharge



from the Armed Forces of the United States of America

This is to certify that

DIONISIO FIDEL ORTIZ  STAFF SERGEANT REGULAR ARMY

was Honorably Discharged from the

United States Army

on the 13th *day of* APRIL 1989 *This certificate is awarded*

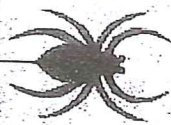
as a testimony of "Honest and Faithful" Service

Lisa T. Jankowski

LISA T. JANKOWSKI

MAJ, AG

Spider®



SUSPENDED ACCESS TRAINING PROGRAM

For the Competent Person

Certificate of Completion Presented to

Dionisio Ortiz

for successful completion of:

Modules 1,2,3,9,10

Spider Base Course- Suspended Access &
Rigging Safety

Certificate # CP-0343

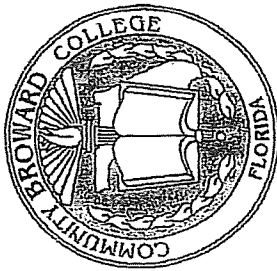
Class Location: Ft. Lauderdale, FL

Date of Completion: March 24, 2002



Spider Training Administrator

Fort Lauderdale Community College



Fort Lauderdale, Florida

Be It known that the Board of Trustees of Broward Community College upon the Recommendation of the Faculty has conferred upon

Dino Andres Ortiz
this Applied Technology Diploma In
Emergency Medical Technician

with all the rights, honors, and privileges thereunto appertaining. Witness the Seal of the College and the signatures of its duly authorized officers hereunto affixed,

Given at Fort Lauderdale, Florida this 8th day of August In the year of our Lord, Two thousand and three.

[Signature]
President of the College

[Signature]
Vice-President of Academic Affairs

All Pro Painting & Waterproofing, Inc. Earns Esteemed 2015 Angie's List Super Service Award

Award reflects company's consistently high level of customer service

All Pro Painting & Waterproofing, Inc. has earned the service industry's coveted Angie's List Super Service Award, reflecting an exemplary year of service provided to members of the local services marketplace and consumer review site in 2015.

"Customer service is number 1"

"Only about 5 percent of the painting contractors in Palm Beach have performed so consistently well enough to earn our Super Service Award," said Angie's List Founder Angie Hicks. "It's a really high standard."

Angie's List Super Service Award 2015 winners have met strict eligibility requirements, which include an "A" rating in overall grade, recent grade, and review period grade; the company must be in good standing with Angie's List, pass a background check and abide by Angie's List operational guidelines.

Service company ratings are updated daily on Angie's List. Companies are graded on an A through F scale in areas ranging from price to professionalism to punctuality.

###

Angie's List helps facilitate happy transactions between more than three million consumers nationwide and its collection of highly rated service providers in more than 720 categories of service, ranging from home improvement to health care. Built on a foundation of more than 10 million verified reviews of local service, Angie's List connects consumers directly to its online marketplace of services from member-reviewed providers, and offers unique tools and support designed to improve the local service experience for both consumers and service professionals.



Spanish River Animal Hospital
180 W. Spanish River Blvd.
Boca Raton, FL 33431
Tel: (561) 368-0583
Fax: (561) 750-7195

December 9, 2007

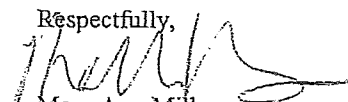
To Whom It May Concern:

I feel obligated to inform you of how pleased we are with the job recently completed at VCA Spanish River Animal Hospital.

Dino is one of the most professional and courteous people I have ever dealt with.

Please feel free to use me as a reference at any time. I look forward to working with you in the future with any painting needs.

Respectfully,



Mary Ann Miller
Hospital Manager

Oceanside Apartments, Inc.
3200 NE 7th Court
Pompano Beach, FL 33062

Mr. Dino Ortiz, Vice President
All Pro Painting & Waterproofing, Inc.
10559 Marina Way
Boca Raton, FL 33428

May 30, 2008

Dear Dino,

Just a note to let you know how pleased we are with the recent completion of the restoration and painting work done to our three buildings by your company. The buildings look great!

Our experiences with contractors since Hurricane Wilma have not always been pleasant. So it is our sincere pleasure to say THANKS for a job well-done. In particular, we'd like to extend our appreciation to Jorge' and his crew for their professionalism, patience with all of us and mostly for showing up for work every day.

Please don't hesitate to use us as a reference when soliciting future business for All Pro Painting.

Thanks Again,



Joe Palumbo
Vice President,
Board of Directors

Dolphin

3215 N.E. 7th Street
Pompano Beach, FL
33062

Tel: 954-941-7373

Fax: 954-941-7388

Web: www.dolphinmotel.com

Email: info@dolphinmotel.com

Hello

Excuse me for my English, I am a French Canadian.

All Pro Painting is not only a company name, the name represents very well the work done by these people, they are a pro.

In June 2008, The dolphin Motel, have given their mandate to paint the exterior of the motel.

The work has been done that we have resurfaced the surface of the gallery in September is by very competent people.

November for us is the beginning of our season, the positive feedback from customers, confirms how the work was well done

We wish to thank you for this great job

Andre and Nathalie (managers) on behalf of owners

4-13-2009

Pride & Joy Learning Center
400 W. Prospect Road
Fort Lauderdale, FL 33309
954-561-0175

To everyone at All Pro Painting,

As owners of Pride & Joy we want to express thanks to
Dino and his team for an excellent job!
From the beginning, Dino paid attention to detail and
continued throughout the process of repainting our
building.

The end result is a brand new looking appearance to
our facility which should last for some time.

Feel free to call Paul Rademacher for a reference any
time @ 865-368-8115.

Sincerely,
Paul & Linda Rademacher

Jerry and Bonnie Hoffman
2 Hastings Lane
Boynton Beach, Fl. 33426

11/4/09

Mr. Dino Ortiz

All Pro Painting and Waterproofing

10559 Marina Way

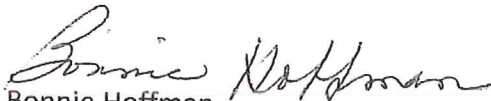
Boca Raton, Fl. 33428

Dear Dino,

Jerry and I would like to take this opportunity to thank you for a job well done. Our home looks beautiful. We appreciate the time and care that was taken to paint our house without any disruption of our lives and landscaping. The extra touches like re-caulking around doors and windows, covering light fixtures, etc. are the things that make All Pro a "cut above" the rest.

Thank you again for a job well done.

Respectfully,


Bonnie Hoffman



The Sherwin-Williams Company
Bill Fairbanks
Architectural & Industrial Coatings Sales
455 Spanish River Blvd
Boca Raton, FL 33431

September 2, 2009

Re: All Pro Painting, Inc
Dino Ortiz
City of Boca Raton, FL – Mast Arm Paint Project

Dear Sir or Madam,

Please be advised that the aforementioned company is considered to be an experienced applicator of a wide variety of architectural & industrial coatings and we will provide a five year limited warranty on Sherwin-Williams products used on the project.

Please, do not hesitate to contact me if you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'William E Fairbanks', with a long horizontal line extending to the right.

William E Fairbanks
PC Sales Representative
The Sherwin-Williams Company



Boca West[®] Master Association, Inc.

20540 Country Club Boulevard, Suite 105 • Boca Raton, Florida 33434-4202

Telephone (561) 488-1598 • Fax: (561) 487-5531

Landscape/Maintenance Dept. - (561) 479-3772 / Fax: (561) 488-7039

11/4/09

Mr. Dino Ortiz

All Pro Painting and Waterproofing

10559 Marina Way

Boca Raton, Fl. 33428

Dear Dino,

The street light painting project that was done by All Pro Painting was performed in a professional and timely manner. We appreciate the care that was taken to accomplish this task without damage to turf in addition to your tidiness. Thank you.

Cordially,

H. Lawson Turner

Director of Landscape and Maintenance Operations

HLT/bh

Ron Bennett

5-1-2016

MR CRITZ / All Pro Fainting.

Coming from Michigan MANY
Years Ago: in The Advertising
Business all my Life- MY
Son is Now 3rd Generation -
Word To Mouth is The Best
Advertising. Well I have To
Say I am VERY impressed with
Your Crew here at Monterey
House. Highland Beach. All
Very Professional & VERY NICE.
WORK HARD & do a great Job.
Today I Talked To People
North of here at Truffer house
Cando who fainting comes due
Next Year- So I highly Told
Them To See You FIRST There
On The OCEAN - 11 Stories But
I Think only 30+ units -

January 24, 2011

RE: ALL PRO PAINTING

To Whom It May Concern:

We would like to take this opportunity to acknowledge All Pro Painting for exceeding our expectations in the painting of our community, Chateau Wood.

When Chateau Wood initially approached All Pro Painting to paint our community, we were not familiar with all of the details involved in such a task. All Pro Painting was able to share ideas and suggestions to help extract the exact information necessary to create what we felt to be a professional paint job at a reasonable price.

We would like to especially thank Dino for the professional attitude that he portrayed in working with our community, Property Management Company and Board of Directors to assure our complete satisfaction. We have established a wonderful working relationship with Dino and look forward to continuing our business relationship with him and Chateau Wood in the future.

Chateau Wood would highly recommend All Pro Painting to other communities and businesses wanting to acquire a quality painting company.

Thank you again All Pro Painting, we are extremely pleased with our community atmosphere.

Sincerely,



Cynthia Muench-Campbell

President

Chateau Wood Homeowners Association

Campbell7410@gmail.com



Monterey House

3114 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487
(561) 276-7145 • FAX (561) 276-5888

January 5, 2011

To whom it may concern:

It is with great pleasure that I recommend All-Pro Painting. I have found the company to be honest, qualified and dependable.

As President of the Monterey House Condominium Association which is comprised of 79 units, I would highly recommend the owner Dino Ortiz and his company All-Pro Painting. He has been our painter for many years and we are extremely satisfied with his services.

He has just finished a project painting our entire building and they did an excellent job.

Also, I am Chairman of Building and Grounds for St. Lucy R.C. Church in Highland Beach, Florida. All-Pro Painting has been our painter for all our buildings and all of the above comments apply to his services rendered to St. Lucy Parish.

I feel All-Pro Painting is totally qualified.

Respectfully Submitted

Dennis J. Sheridan
President of Monterey House
Chairman Building and Grounds
St. Lucy R.C. Church

May 16, 2011

To Whom it May Concern:

Our Condo Association used All Pro Painting. The job was completed on time and with great care. All residents, 56 units, were pleased.

All Pro wrote a proposal and followed it perfectly. All windows to the rear were sealed and caulked; all leaders and gutters were fastened down. They used the highest quality paint products and did all trim, perfectly.

All cracks were cut out and sealed and the owner was present everyday for further instructions or to see if there might be any problems. There weren't.

I would highly recommend All Pro Painting and would like you to visit us or call for any assistance.

Sincerely,

Naomi Slomovitz, President
Richmond F Condo Association
148 Richmond F
Deerfield Beach, FL. 33442



Jose Urtecho
Public Works & Utilities Manager
City of Dania Beach
954-924-6808
jurtecho@daniabeachfl.gov

11/12/18

Re: Dania Beach City Hall, 100 W. Dania Beach Blvd., Dania Beach, Florida

EXTERIOR WORK AREAS:

-Dania Beach City Hall building

INCLUDES:

- Repair the Concrete West Side 2nd level walls with stucco.
- All previously painted stucco
- All metal service doors & frames, metal stairs, rails, louvers
- All conduit, gutters, service panels, etc.

EXCLUDES:

- All window frames, shutters, light fixtures and walkways

EXTERIOR WORK TO BE DONE:

- Pressure clean all exterior surfaces to be painted
- Seal all exterior surfaces to be painted
- Remove and replace caulks and sealants as necessary
- Apply Loxon "Hot Stucco" conditioner to all stucco areas
- Apply Loxon Concrete Masonry Primer to all stucco areas
- Apply Resilience Exterior Latex (satin finish) paint to all stucco areas
- Apply Kem Kromik Universal Metal Primer to all ferrous metal stairs, railings and service doors
- Apply Pro Industrial Urethane Alkyd paint to all ferrous metal stairs, railings and service doors
- Apply Pro Industrial Pro-Cryl primer to all aluminum soffit, gutters and downspouts
- Apply Resilience Exterior Latex (satin finish) paint to all aluminum soffit, gutters and downspouts

ESTIMATE FOR EXTERIOR WORK: \$85,399.00

ALL MATERIALS USED WILL BE PURCHASED FROM LOCAL DANIA BEACH STORE – SHERWIN WILLIAMS

PREPARATION (if applicable):

AS PER SHERWIN WILLIAM PROJECT SPECIFICATIONS DATED AUGUST 31, 2018, including

- Washing: We will clean all surfaces to remove all dirt and mildew so the new finish coat will adhere properly.
- Caulking: Fill in all cracks and gaps around the windows, doors, wood joints and seams – to prevent wood decay, seal out moisture & drafts of areas to be painted or as specified. Apply a paintable silicone sealant to cracks in the stucco. Carve out a clean base for sealant.
- Glazing: Putty all needy window panes to seal out moisture and drafts.
- Scraping: Scrape all loose and peeling paint to ensure proper adhesion of primer/finish coat.
- Sanding: Sand as necessary to promote adhesion.



CONTRACT:

AS PER SHERWIN WILLIAM PROJECT SPECIFICATIONS DATED AUGUST 31, 2018.

****Notice - The pricing in this Estimate is guaranteed for one (1) year from the above date written. After one year the pricing may increase due to material and labor cost increases.**

****CHANGE ORDER-** It is understood that after Specialist Painting Contractor, Inc. has **completed** the above described work (or any **completed** portion of the above described work) and another contractor/worker not employed by, for or with Specialist Painting Contractor, Inc. causes any damage to the above described work requiring Specialist Painting Contractor, Inc. to re-do or repair any portion of the **completed** work, there will be an additional charge added to the total contract price listed above, for both materials and labor (labor will be charged at an hourly rate of \$35.00 per hour per laborer).

REQUIRED DEPOSIT: 30% of the **total estimate** to commence the project; 30% of the **total estimate** after primer applied and the remaining 40% to be paid upon completion of project.

The foregoing terms, specifications and conditions are satisfactory and hereby agreed to. Specialist Painting Contractor, Inc. is authorized to work as specified and payment will be made as outlined above. Further, upon signing this agreement, the homeowner/authorized agent represents and warrants that he or she is the owner or authorized agent of the aforesaid premises and that he or she has read this agreement as well as any additional terms that may be listed below.

X _____ Date / ____ / ____ / 2018
Clients Acceptance
Please Sign and Return, or this Proposal is INVALID

X _____ Date / ____ / ____ / 2018
Jose Lopez, President
Specialist Painting Contractor, Inc.
Broward CC#07-P-14711-X; Broward CC # 17-P-20412-X Miami-Dade CC#14BS00343
832 SW 25th Street, Fort Lauderdale. FL 33315
Office/Fax 954-522-3108 Cell: 954-818-8316



Proposal Date: November 16, 2018

B"H

2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430

State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248

City of Dania Beach Public Works & Utilities



**City of Dania Beach Public Works & Utilities
1201 Stirling Road
Dania Beach, FL 33004**

**Jose Urtecho, Manager
Telephone: (954) 924-6808
Email: jurtecho@daniabeachfl.gov**



PROPOSAL

Proposal Date: November 16, 2018

B"H

**2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430**

**State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248**

**City of Dania Beach Public Works & Utilities
1201 Stirling Road
Dania Beach, FL 33004**

**Jose Urtecho, Manager
Telephone: (954) 924-6808
Email: jurtecho@daniabeachfl.gov**

Project: Painting One 2 Story Building

Please find attached the proposal for repairs at the above address. Thank you for giving us the opportunity to quote this job for you. You will find the particulars and detailed information in the sections as follows.

Scope of work:
-See page 3

Description of Work:
-See page 4

General Conditions:
-See page 5

Special Conditions:
-See page 6

Contract Price:
-See page 7

Payment information & Acceptance:
-See page 7

Paint Selection:
-See page 8

Submitted by:
Aharon Rafaelov, President,



Proposal Date: November 16, 2018

B"H

2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430

State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248

Project: Painting One 2 Story Building

SCOPE OF WORK

- Completely pressure clean all exterior surfaces to be painted. (see Pressure Washing Surface Preparation).
- Caulk all windows, doors and frames as needed. 90 degree angle openings, around all vents and topside 90 degree angle of all bands. Remove and replace as necessary.
- Patch all hairline cracks.
- Seal all exposed exterior stucco surfaces.
- Paint all previously painted stucco surfaces.
- Paint all metal service doors & frames..
- Waterproofing Front Entrance..
- Paint all conduits.
- Paint gutters.
- Paint all service panels, etc.
- Conceal all exposed wiring.

EXCLUSIONS:

1. Window frames.
2. All walkways.
3. All shutters.
4. All light fixtures.
5. All roofs.
6. All A/C Units.
7. All metal structural beams.
8. All other previously painted surfaces not specified in scope of work.
9. All other surfaces not specified in the scope of work.



SAL PRO P

Proposal Date: November 16, 2018

B"H

2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430

State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248

GENERAL NOTES:

1-All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

2-All quoted prices to remain unchanged for the first 30 days from the date of this proposal, unless changes are agreed upon by the contracting parties.

Description of work, warranty, contract & price for painting see exhibit A.

DESCRIPTION OF WORK:

- 1 - All exterior surfaces to be pressure cleaned to remove excess chalk, dirt, mildew, peeling, or scaling paint. Mildewed areas shall receive a solution of chlorine and water OR mildew remover, as necessary, prior to pressure cleaning. Pressure to be 3000 PSI.
- 2 - All damaged caulking on windows (between stucco and metal frames) and door frames shall be replaced.
- 3 - All hairline and visible cracks in stucco or concrete less than 1/8" in width to be patched and sealed
- 4 - Exterior walls to receive one (1) coat masonry sealer and Sherwin Williams Loxon Conditioner (primer).
- 5 - Exterior walls to be finished with (1) one Coat 100% Acrylic Resilience Satin Exterior Coating.
- 6 - Metal or Wood doors to be sanded and/or wirebrushed and spot primed as necessary and final coat with SEMI GLOSS enamel paint.



Proposal Date: November 16, 2018

B"H

2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430

State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248

PROPOSAL

GENERAL CONDITIONS

- 1 - No other agreement or representations, unless incorporated in this Agreement, shall be binding upon any of the parties. Oral agreements must be written and attached to the existing contract to be binding. Any additional work shall require a separate contract or approved change order.
- 2 - The Contractor agrees to substantially complete all of the above work within 25 working days from date of commencement, weather permitting. The Contractor agrees to perform and the Owner agrees to pay for same, based on the following considerations, free of any additional cost, for the above outlined work.
- 3 - The Total Contract Price is effective as of the above date and shall remain so for 90 days; after such time this price is subject to adjustment.
- 4 - If completion date of this project is prior to stated Contractor's completion date, balance of the monies due shall be payable at that time. If any litigation arises due to non payment. Star Painting & Waterproofing, Inc. will not be held responsible for any attorney fees for the collection of their monies and will hold the association or its representative of the contract liable for all collection fees, attorney, court fees if deemed necessary.
- 5 - The Contractor shall not be held responsible for loss time due to Mother Nature and delays caused by other crafts/contractors, and any other causes deemed beyond his scope and control.
- 6 - Any repairs required by owner to completed work for damages caused by other crafts / contractors will be done at a rate of \$50.00 per hour.
- 7 - Any work that the owner/representative is not satisfied with shall be made known to Contractor within 48 hours by Certified Mail.
- 8 - The contract does not include structural repairs except as stated in the scope of work or the addendums.
- 9 - This bid is based upon conditions as can be readily observed, any unforeseen conditions revealed by the cleaning process are not included in the original contract. We therefore reserve the right to bring to the owners attention any such revealed condition and the cost of correcting same. Please note that some revealed conditions may require an engineers evaluation for the extent of damage and the best procedures to use for correcting the defects.
- 10 - : **Owner to select from the following:**

_____**INITIAL**

_____**INITIAL**



Proposal Date: November 16, 2018

B"H

2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430

State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248

Sherwin Williams

SPECIAL CONDITIONS:

1. It is understood that the Contractor shall not be held responsible for any damage to the interior of the building(s) or its contents. Provisions shall be made to protect the building property from damage, and public against hazard or injury. The Contractor assumes no real or implied responsibilities for damages.
2. The owner shall arrange for removal of all personal property from terraces, balconies and areas adjacent to work.
3. The Owner shall arrange to keep all vehicles from working areas so as to safeguard against possible damage to same.
4. Trees and other foliage shall be trimmed by the Owner as necessary.
5. The Owner shall provide electrical power and water without charge to the Contractor.
6. Windows shall be scraped of excess paint drippings and splatters. The Contractor shall not be responsible for scratched glass, but any glass broken by painters will be replaced by the Contractor at his expense.
7. Under no circumstance may the owner hire any of the contractor labor.
8. Any work performed by anyone other than the contractors will deem our warranty to be null and void.
9. The Contractor will provide all protective measures required to meet the codes of DADE, BROWARD or PALM BEACH COUNTY, FLA. and other governmental agencies having jurisdiction over this project.
10. The Contractor shall submit statement of insurance coverage and agrees to keep said insurance in force for duration of this project.
11. Unless otherwise requested by the owner, all necessary permits shall be pulled by the owner. If the owner prefers that the permits be pulled by Star Painting & Waterproofing, Inc. the cost of the permit/s plus a \$350.00 transaction fee for each permit will be added to the contract price.

STAR PAINTING & WATERPROOFING, INC. guarantees per manufacturers warranty that the coatings applied on exterior stucco walls will not blister or peel for a period of **TEN YEARS**. Should peeling or blistering occur during that **10 year** period on exterior stucco walls, and if it is determined that the problem was caused by defective manufacturer, the Contractor will provide labor to the cost of the manufacturer. The Contractor is not responsible for damage caused by acts of Mother Nature, abuse, fire, hurricanes, structural defects, or other conditions, not attributable to faulty materials or workmanship.

The aforementioned warranties shall be in effect from the date of completion of this project, providing that the contract is paid in full. Any payment that shall become due and payable under this agreement and

_____**INITIAL**

_____**INITIAL**



Proposal Date: November 16, 2018

B"H

2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430

State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248

Including Labor and Material

Total Painting Contract Price:

\$ 29,312.50

Options:

1. Windows Replacement:

\$ 47,770.00

**2. Waterproofing Entrance Front Deck:
Paint Price**

\$ Included In

PAYMENT SCHEDULE:

1. *By Certification of weekly completed work. Certification to be submitted every week on Mondays for payment on the following Thursday.*
2. *Required payments:*
 - 30% Downpayment (payable at the time of signing of this agreement is required).
 - 30% After pressure cleaning.
 - 30% After primer.
 - 10% Job complete
 - After punch list is signed off & completed
3. *If payment is not received within 5 days of receipt of invoice, Star Painting & Waterproofing shall remove all of its personnel from the job site and stop all work until payment is received. All lost time due to non-payment stoppage of work shall not be held against the set date for completion of work. All late payments shall accrue interest at a rate of 1.8% per annum compounded daily until paid.*

All remittances to be made to: STAR PAINTING & WATERPROOFING, INC.

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, we have executed this agreement, this _____ day of _____, 20____.

STAR PAINTING & WATERPROOFING, INC.

OWNER, PRESIDENT OR REPRESENTATIVE

INITIAL

INITIAL



Proposal Date: November 16, 2018

B"H

**2412 S.W. 59th Terrace, Hollywood, FL 33023
Telephone (954) 455-5421 / Fax (954) 843-0430**

**State Certified General Contractors Lic# CGC1507967
State Certified Roofing Contractors Lic# CCC1329248**

COLOR SELECTED BY OWNER:

OWNER SIGNATURE

DATE

STAR PAINTING REPRESENTATIVE

DATE

INITIAL

INITIAL

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MAD 4 MARKETING INCORPORATED FOR ADVERTISING SERVICES FOR CITY REBRANDING EFFORTS RELATED TO REQUEST FOR PROPOSAL (RFP) NO. 18-015 IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo Advertising Services Contract, R-2018- Mad 4 Marketing Agreement for Advertising Services for Rebranding RFP 18-015



**CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER**

MEMORANDUM

DATE: December 11, 2018

TO: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

FROM: Robert Baldwin, City Manager

BY: Rickelle Williams, CRA Executive Director

SUBJECT: Advertising Services Contract – RFP No. 18-015 Advertising Services Related to City Rebranding Initiative

Background

On June 12, 2018, the City Commission adopted Resolution No. 2018-082 authorizing the advertisement for Advertising Services Related to the City Rebranding Initiative. The City posted and advertised Request for Proposal (“RFP”) No. 18-015 on September 17, 2018.

The bid opening was held on Friday, October 5, 2018 at 10:30 a.m. and seven proposals were received. The Selection Committee held a review meeting on October 12, 2018 at 10:00 a.m. to evaluate the proposals. The Selection Committee discussed and scored the proposals. The highest ranked bidder was Mad 4 Marketing, Inc.

At the October 23, 2018 City Commission meeting, the Commission adopted Resolution No. 2018-157 authorizing the bid award for RFP No. 18-015 and authorizing the proper City Officials and designees to negotiate an agreement subject to City Commission approval. Staff has negotiated an agreement to include Advertising Services in the amount of One Hundred Thousand Dollars (\$100,000.00) with an additional One Hundred Thousand Dollars (\$100,000.00) for media buy expenses on a reimbursable basis.

Recommendation

Approve the agreement for Advertising Services with Mad 4 Marketing, Inc., for services and expenses related to the Rebranding Initiative.

Attachments

Bid Tabulation/Evaluation Scoring Sheets
Agreement

RESOLUTION NO. 2018-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MAD 4 MARKETING INCORPORATED FOR ADVERTISING SERVICES FOR CITY REBRANDING EFFORTS RELATED TO REQUEST FOR PROPOSAL (RFP) NO. 18-015 IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting; and

WHEREAS, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, members of the CRA Board, which also act as members of the City Commission, requested that the CRA assume responsibility for the rebranding initiative; and

WHEREAS, on February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative; and

WHEREAS, at the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, at the March 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding to implement the rebranding initiative; and

WHEREAS, on June 12, 2018, the City Commission adopted Resolution No. 2018-082 authorizing the advertisement for Advertising Services related to the Rebranding Initiative; and

WHEREAS, the City posted and advertised Request for Proposal ("RFP") No. 18-015 on the City of Dania Beach's website, Demand Star and in the Sun-Sentinel newspaper on September 17, 2018; and

WHEREAS, the bid opening was held on Friday, October 5, 2018 at 10:30 a.m.; and

WHEREAS, seven (7) bidders submitted their respective bids; and

WHEREAS, the Selection Committee held a review meeting on October 12, 2018 at 10:00 a.m. at City Hall to evaluate the seven proposals received; and

WHEREAS, the most responsive bidder was Mad 4 Marketing, Inc., a company which has a proven track record of providing advertising services to public and private entities; and

WHEREAS, the Selection Committee recommended awarding the bid to Mad 4 Marketing, Inc., and negotiating an agreement with Mad 4 Marketing, Inc., subject to City Commission approval; and

WHEREAS, at the October 23, 2018 City Commission Meeting, the City Commission approved Resolution No. 2018-157, authorizing the bid award for RFP No. 18-015 to Mad 4 Marketing, Inc. for advertising services related to City rebranding efforts; and

WHEREAS, approval of Resolution No. 2018-157 authorized City and CRA officials to negotiate an Agreement with Mad 4 Marketing, Inc.; and

WHEREAS, City and CRA officials have negotiated an agreement with Mad 4 Marketing, Inc. for advertising services in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the contract further provides for reimbursable procurement expenses for media buys in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) with City Manager, CRA Executive Director or designee advance written approval; and

WHEREAS, City and CRA staff recommend execution of a contract with Mad 4 Marketing, Inc. for advertising services related to City rebranding efforts attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Agreement with Mad 4 Marketing, Inc., in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for advertising services and a not to exceed amount of One Hundred Thousand Dollars (\$100,000.00) for reimbursable procurement expenses for media buys with advanced written approval by the City Manager, CRA Executive Director or designee.

Section 3. That funding is planned and appropriated in the Promotional Activities Branding Initiative Account No. 001-18-00-519-48-15.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN
THE CITY OF DANIA BEACH
AND MAD 4 MARKETING, INC.**

This is an Agreement (the "Agreement") entered into on _____, 2018 by and between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Mad 4 Marketing, Inc., a Florida corporation (the "Contractor"), with a mailing address of 5255 NW 33 Avenue, Fort Lauderdale, FL 33309, to perform advertising and marketing services in connection with City rebranding efforts.

In consideration of the mutual covenants, terms and conditions contained in the Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. Scope of Services/Deliverables.

The Contractor agrees to perform advertising and marketing services in connection with City rebranding efforts (the "Project"), in accordance with the Scope of Services, which is attached as Exhibit "A", and made a part of and incorporated into this Agreement by this reference. The Request for Proposal (RFP No. 18-015) issued by the City and Consultant's response to it are both incorporated by this reference into this Agreement.

2. Term/Commencement Date.

This Agreement shall become effective upon execution by both parties and shall remain in effect through November 30, 2019, unless earlier terminated in accordance with Paragraph 8. The City Commission has the sole option to renew the agreement annually for up to a maximum of one (1) additional one (1) year period in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for such additional renewal period.

3. Compensation and Payment.

3.1 The Contractor shall be compensated a total of One Hundred Thousand Dollars (\$100,000.00) payable in twelve (12) monthly installments. Eleven (11) installments shall be in the amount of Eight Thousand Three Hundred Thirty-Four Dollars (\$8,334.00). The twelfth and final installment shall be in the amount of Eight Thousand Three Hundred Twenty-Six Dollars (\$8,326.00).

3.2 The Contractor shall also be reimbursed for media buy expenses not to exceed One Hundred Thousand Dollars (\$100,000.00) with the CRA Director's advance written approval.

3.2 The Contractor shall invoice the City on a monthly basis as specified in the Scope of Services.

3.3 The City shall pay Contractor in accordance with the Florida Prompt Payment Act.

3.4 Any necessary additional work, as determined by City, which is not covered by the Scope of Services, shall not be undertaken without a written amendment to the Agreement executed by both parties in advance of any work.

3.5 Consultant shall submit its invoices in the format and with supporting documentation as may be required by City.

3.6 If a dispute should occur regarding an invoice submitted, the City Manager, CRA Executive Director or designee may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the City Manager, CRA Executive Director or designee, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Subcontractors.

4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used for the Project must have the prior written approval of the City Manager, or the CRA Executive Director or their respective designees.

5. City's Responsibilities

The City will:

5.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Contractor, in possession of the City.

5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor.

6. Contractor's Responsibilities

The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Scope of Services as is ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager or CRA Executive Director, the Contractor shall at Contractor's sole expense, immediately correct the work.

7. Conflict of Interest.

To avoid any conflict of interest or any appearance of a conflict, Contractor shall not, for the term of this Agreement, provide any contracting services to any private sector entities, developers, corporations, real estate investors, etc., with regard to any issues adversarial to the City. For the purposes of this section "adversarial" shall mean any development application where the City of Dania Beach, Florida or the Dania Beach Community Redevelopment Agency, or City or CRA staff is recommending denial or denied an application, administrative appeal or court action in which the City or CRA is a party.

8. Termination.

8.1 The City Manager, CRA Executive Director or designee without cause may terminate this Agreement upon ten (10) days' written notice to the Contractor, or immediately for cause. Contractor may terminate with ten (10) days' written notice to the City.

8.2 Upon receipt of the City's written notice of termination, Contractor shall stop work on the Project unless directed otherwise by the City Manager or the CRA Executive Director or their respective designees.

8.3 In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager or CRA Executive Director or designees up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager, or CRA Executive Director or designees. Certificates of Insurance for any required insurance shall be provided to the City at the time of execution of this Agreement and certified copies are to be provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice and shall be provided to the City before any policy or coverage is cancelled or restricted.

Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability, Workers' Compensation and Automobile Liability insurance as stated below:

9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. If coverage is not provided, then Contractor is responsible for prompt notice to the City Manager, CRA Executive Director or designee. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies'

financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published in the A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the City indicate that the insurance shall terminate and lapse during the term of this Agreement, then in that event, the Contractor shall immediately furnish a renewed Certificate of Insurance as proof that equal and like coverages for the period of the Agreement is in effect. The Contractor and any subcontractor of the Contractor shall not perform or continue any services pursuant to the Agreement, unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this Agreement, concerning Contractor or any subcontractor delay.

9.3 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible or self-insured amounts.

9.3.1. Commercial General Liability insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Certificate of Insurance)

- The CITY and CRA are to be added as Additional Named Insureds;
- Additional named insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City and CRA;
- Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

9.3.2 Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor and its employees.

9.3.4 Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.3.5 Automobile Liability with minimum limit of Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

9.3.6 The Contractor shall provide the Risk Manager of the City Certificates of Insurance for coverage and policies required by this Agreement. Such policies and coverage shall not be affected by any other policy of insurance which the City or the CRA may carry in their own names.

9.3.7 **In no event shall the Contractor be permitted to utilize in the prosecution of the services, the following:**

i) any employee, subcontractor or subcontractor employee, who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or

ii) any employee, subcontractor or subcontractor employee, who will be covered by an employee leasing arrangement.

10. Nondiscrimination.

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all federal and state laws regarding nondiscrimination.

11. Indemnification.

11.1 Contractor shall defend, indemnify, and hold harmless the City, the CRA, and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City and the CRA for all of its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

11.1 The provisions of this section shall survive termination of this Agreement.

12. Notices/Authorized Representatives.

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Rickelle Williams, Executive Director
Dania Beach Community Redevelopment Agency 100 West Dania Beach Boulevard
Dania Beach, Florida 33004

For The Contractor: Christine Madsen, President
Mad 4 Marketing, Inc.
5255 NW 33 Avenue
Fort Lauderdale, FL 33309

13. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in the Circuit Court of Broward County, Florida.

14. Attorney Fees and Waiver of Jury Trial.

14.1 All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

14.2 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree that they each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

15. Entire Agreement/Modification/Amendment.

15.1 This document contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager and CRA Executive Director or designees shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Contractor to allow access by the City Manager, or CRA Executive Director or designees to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 All submissions become the property of the City and will not be returned to the Contractor. The City will hold all submissions in confidence unless otherwise required by law. The Contractor is aware that the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.

16.5 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

16.6 Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested Records or allow the Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.7 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

16.8 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager or CRA Executive Director or designees, at no cost to the City or CRA, within seven (7) days. All such Records stored electronically by Contractor shall be delivered to the City or CRA in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.9 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

16.10 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

Pursuant to Section 119.0701(2)(a), Florida Statutes:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE CONTRACTOR MUST CONTACT THE CRA CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: TOM SCHNEIDER, CRA SECRETARY

Mailing Address: 100 W. Dania Beach Boulevard

Dania Beach, Florida 33004

Telephone number:

954-924-9800, Ext. 3623

Email:

tschneider@daniabeachfl.gov

17. Nonassignability and Subcontracting.

This Agreement shall not be assignable or subcontracted by Contractor in whole or in part unless such assignment is first approved in writing by the City Manager, CRA Executive Director or designees. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's circumstances and desires.

18. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Independent Contractor.

The Contractor and its employees and agents shall be and remain independent contractors and not agents or employees of the City or CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

21. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

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

24. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY:

ATTEST:
a Florida Municipal Corporation

CITY OF DANIA BEACH, FLORIDA

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

Dated: _____, 2018.

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

ROBERT BALDWIN
CITY MANAGER

WITNESSES:

**MAD 4 MARKETING, INC,
A Florida Corporation**

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

By:_____

PRINT Name

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____ 2018 by _____, as _____ of Mad 4 Marketing, Inc. a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.

NOTARY PUBLIC

My commission expires:

State of Florida

EXHIBIT “A”

SCOPE OF SERVICES

Items identified in the following scope of services will be prepared, managed and executed by the Contractor. The duties will be performed with the approval of the City Manager, or CRA Executive Director or designees, together with City and CRA staff in compliance with all City financial, operational and risk management requirements.

Strategic Planning/Campaign Development

- Through meetings and discussions with key stakeholders, gain an understanding of:
 - o The internal environment and goals of your organization
 - o The external business, economic and competitive environment
- Conduct a Communications Audit where our planning and creative teams review all existing internal and external communications materials, including traditional materials/promotions
- Conduct a website audit with recommendations for improvements
- Conduct a social media scan, identifying rogue pages and issues with ownership
- Develop a creative brief based on the key learning from the above activities that encompasses the brand attribute messages
- Develop creative concept options, key messaging options, and elevator speech options for review and client approval
- Develop a campaign strategy and timeline, using the approved creative concepts
- Establish and maintain a strong relationship with the Greater Fort Lauderdale Convention & Visitors Bureau (“GFLCVB”)
- Create and maintain similar opportunities with other tourism and economic development Organizations.

Creative Design & Production

- Develop a unified look that will resonate with your audiences and provide consistency of communication in look and tone to reinforce your brand
- Provide creative development for the approved concepts
- Execute production of ad campaign creative including:
 - o print ready artwork
 - o video production for digital advertising
 - o branded social media posts
 - o digital banner ads
 - o email campaigns
 - o web design

Media Planning and Buying

The media planning process includes the following steps:

1. Identify or confirm the City of Dania Beach target audiences based on media research, client input and tourism data
2. Define the geographic targets to locate and focus our efforts where the ROI is likely to be the highest
3. Competitive Analysis

- Consider ad spending trends for key competitive set
- Analyze competitive media expenditures primary target geographies
- 4. Determine the media objectives and strategies
- 5. Review the current and recent media plans to assure a smooth transition and to build on past success
- 6. Evaluate the many media options available
 - Analyze the media for core target audience delivery and cost efficiency
 - The media environment must be congruent with the values and image of the City of Dania Beach
- 7. Explore prospective “partnerships” with key media and invite them to submit proposals
- 8. Determine the optimal media mix and flighting tactics
 - Present a comprehensive media recommendation including rationale, supporting research, budget summary and detailed media flowcharts (updated throughout the year)
- 9. Reserve a contingency fund for opportunistic buys
- 10. Make necessary plan revisions based on feedback
- 11. Finalize rate negotiation and merchandising (added value) packages
- 12. Maintain buys with vigilance, always looking for ways to improve or upgrade the schedules.

Mad 4 Marketing will execute the following tasks:

- Media and market research which adds guidance for target identification and strategic direction
- Platform neutral media planning, negotiation, buying
- Online tracking, optimization and campaign maintenance
- Performance verification, invoice auditing, reconciliation and billing
- Budget management and full disclosure to the City of Dania Beach

Research and Analytics

Mad 4 Marketing will use ongoing research of audience behavior and consumer direction to:

- Develop personas of different targets (e.g. residents, businesses, visitors)
- Understand actions that indicate buying behavior
- Identify what makes them act

Tracking and measuring all campaigns and activities are key. This will include:

- Setting baseline for analytics
- Using tracking pixels on website and digital assets
- Monitoring website analytics during all campaigns to see what is most effective and optimize accordingly
- Reviewing registrations, attendance, etc. for event marketing
- Monitoring social media insights and activity for social campaigns

Reporting will include:

- Monthly SEO reports on general website analytics
- Campaign reporting during and after campaigns
- Summary report that includes top-level metrics and optimization actions, as well as recommendations for future campaigns based on learning

Website Updates

Mad 4 Marketing will use the results of their website usability audit to make updates to the site in order to keep the content fresh and inviting, improve general usability, feature upcoming events, and drive traffic. These updates will be ongoing and will be determined by need and timing.

Search Engine Optimization

SEO efforts will be based on the results of an SEO audit that will be conducted in month one of our agreement. The recommendations from the audit will be implemented over time, as well as additional items identified by the analytics reporting that is done monthly. All activities and results will be documented and reviewed with PIO on a monthly basis.

Social Media

Mad 4 Marketing will support the City of Dania Beach Social Media efforts by doing the following:

- Develop a monthly content calendar in support of organic growth and paid campaigns
- Work on taking control of rogue pages and merging pages where possible
- Monitoring replies, requests and insights
- Working with the PIO to respond to, and maximize engagement
- Develop brand ambassadors through user generated content

Working with Public Relations Firm

Mad 4 Marketing will work with Quest Corporation (PR Firm) on the following initiatives:

- Developing a survey to City staff as a means of discovery
- Development of a Digital Media Toolkit including .com pages for promotions
- Create a shot list for additional photography that may be needed
- Taking ownership of rogue social media profiles
- Develop co-op advertising opportunities with business partners
- Translating key messages into other languages
- Coordinate trade media with GFLCVB, Visit Florida, etc.
- Extensive social media efforts
- Other items as they are identified

Account Services

The account services team will support the City of Dania Beach in the following ways:

- Set up project management portal in Basecamp where all communication, assets, and project updates/action items will be shared and documented/tracked
- Facilitate/attend all meetings and phone conferences (including CRA or City Commission meetings as needed)
- Send out conference reports after all meetings recapping what was discussed and action items that resulted from the meeting
- Share project status reports on campaigns that are running
- Work seamlessly with Quest Corporation or any other firm that is hired to support the marketing and advertising efforts
- Manage vendor relationships for outside printing, production, or other initiatives

Fees: Pricing for each category is as follows:

Category	Cost	Monthly Retainer
Strategic Planning/Campaign Development	\$ 12,000.00	\$1,000.00
Creative Design/Production	\$ 36,000.00	\$3,000.00
Media Planning/Placement	\$ 7,500.00	\$ 625.00
Research and Analytics	\$ 9,000.00	\$ 750.00
Website Updates	\$ 5,000.00	\$ 416.67
Search Engine Optimization	\$ 9,500.00	\$ 792.00
Social Media	\$ 12,000.00	\$1,000.00
Account Services	\$ 9,000.00	\$ 750.00
Media Budget (Media Buys)	\$100,000.00	N/A
Total	\$200,000.00	\$8,334/month

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL AQUATIC FACILITIES MANAGEMENT SERVICES, WHICH AGREEMENT EXISTS BETWEEN THE CITY AND JEFF ELLIS MANAGEMENT LLC, RELATING TO A MONTH-TO-MONTH EXTENSION UNDER THE SAME PRICING, TERMS, AND CONDITIONS

Purchasing Requests ONLY

Dept:

Acct #:

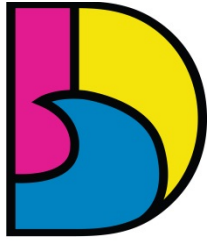
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission re Jeff Ellis revised, R-2018- Jeff Ellis Management 2nd Amendment for Month-to-Month Extension for Aquatic Services, Jeff Ellis Management, LLC Second Amendment to Agreement for Aquatic and...



DANIA BEACH
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**CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

THRU: Robert Baldwin, City Manager

FROM: Eric Brown, Director of Parks and Recreation

DATE: December 11, 2018

SUBJECT: Second Amendment to Contract with Jeff Ellis Management

The Parks & Recreation Director recommends the City Commission authorize a Resolution to amend the agreement with Jeff Ellis Management for professional aquatic facilities effective December 11, 2018. This amendment is necessary due to the pending RFP for Aquatic Management Services until such time as new contract can be bid and awarded.

The funding is planned and appropriated for Professional Aquatics Management Services in the FY 2018-2019 budget in the in the General Fund Recreation Contractual Services Account 001-72-06-572-34-10.

RESOLUTION NO. 2018-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL AQUATIC FACILITIES MANAGEMENT SERVICES, WHICH AGREEMENT EXISTS BETWEEN THE CITY AND JEFF ELLIS MANAGEMENT LLC, RELATING TO A MONTH-TO-MONTH EXTENSION UNDER THE SAME PRICING, TERMS, AND CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City officials executed an aquatic facilities management agreement with Jeff Ellis & Associates, Inc. (d/b/a Jeff Ellis Aquatic Management), a foreign corporation authorized to conduct business in Florida, for the provision of lifeguard, operation and maintenance services for the C.W. Thomas Park Pool and the P.J. Meli Aquatic Complex on December 11, 2014; and

WHEREAS, the initial Agreement expired December 14, 2016; and

WHEREAS, the initial Agreement provided for one (1) two (2) year renewal period for the requested services, subject to the approval of the City and Jeff Ellis & Associates, Inc. (d/b/a Jeff Ellis Aquatic Management); both the parties agreed to continue the existing services for the two (2) year renewal period for an amount not to exceed Two Hundred Seventy Five Thousand Two Hundred Twenty Nine Dollars and Thirty One Cents (\$275,229.31) per contract year, subject to City Commission approval; and

WHEREAS, the City approved a two year extension of the contract from December 12, 2016 to December 11, 2018 (Resolution 2016-147); and

WHEREAS, the City executed a First Amendment to the Agreement for Professional Aquatic Facilities Management dated December 11, 2014, in accordance with the City Commission directive that City park facilities be opened on Mondays, and also providing that the City's annual financial consideration paid to Jeff Ellis Management LLC be increased by Seventy Two Thousand Six Hundred Forty Four Dollars (\$72,644.00) for the remaining contract term of fifteen months expiring December 11, 2018; and

WHEREAS, the City of Dania Beach is currently in the process of issuing a new Request for Proposal (RFP) for Aquatic Services; and

WHEREAS, the Parks and Recreation Department recommends a month-to-month extension of the contract with the same terms and conditions until such time as a new contract can be awarded; and

WHEREAS, the current monthly cost exceeds the Twenty-Five Thousand Dollar (\$25,000.00) annual vendor threshold for a single vendor requiring City Commission approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the proper City officials are authorized to execute a Second Amendment to the Agreement for Professional Aquatic Facilities Management dated December 11, 2014, existing between the City and Jeff Ellis Management, LLC, on a month-to-month basis with the same pricing, terms, and conditions until such time as a new contract can be awarded for the services under City Request for Proposal No. 18-018, and further authorizes the City to exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00).

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the Amendment to the Agreement which are deemed necessary and proper and in the best interests of the City.

Section 3. That the cost of the Agreement for Fiscal Year 2018-2019 is planned and appropriated by the City Commission in the General Fund Recreation Contractual Services Account 001-72-06-572-34-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to such extent of such conflict.

Section 5. That this Resolution shall be in force and take effect December 11, 2018.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS ANSBRO
CITY ATTORNEY

SECOND AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND JEFF ELLIS MANAGEMENT, LLC, RELATING TO AQUATIC SERVICES AND MAINTENANCE OF RECREATIONAL AQUATIC FACILITIES

This is a Second Amendment (the "Amendment") to an Agreement (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Jeff Ellis Management, LLC, a Florida limited liability company (the "Contractor") for management and maintenance of City recreational aquatic facilities. A copy of the Agreement dated December 11, 2014, a copy of the Renewal to the Agreement, dated December 11, 2016, and a copy of the First Amendment to the Agreement, dated January 10, 2018, are attached as composite Exhibit "A", and made a part of and are incorporated into this Amendment by this reference.

In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. That the current contract expires on December 11, 2018. The City is currently in the bidding process related to the aquatic and maintenance services. Beginning on December 12, 2018, the City and Contractor agree to extend the Agreement and to proceed on a month to month basis until the procurement process has been completed.
2. That in all other respects, the Agreement is ratified and reaffirmed, and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 20__.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN, MAYOR

APPROVED AS TO LEGAL FORM:

ROBERT BALDWIN
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

WITNESSES:

**JEFF ELLIS MANAGEMENT, LLC, a
Florida limited liability company**

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 20____,
by _____, as _____ of Jeff Ellis Management, LLC, a Florida
limited liability company, on behalf of company. He/she is personally known to me or has
produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF EIGHTY ONE THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS AND ONE CENT(\$81,935.01) AND CLOSE THE PROJECT FOR CONSTRUCTION CONTRACT RELATED TO EVERGLADES CONTRACTING,LLC FOR THE TAYLOR LANE DRAINAGE IMPROVEMENTS PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

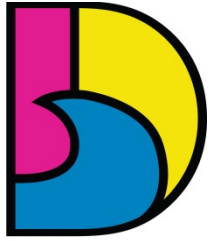
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

2018 Memo - Evergaldes Contracting_Taylor Lane Closeout - rsn 113018, R-2018-
Everglades Contracting LLC Change Order No. 2 and Closeout Taylor Lane Project, Exhibit
A-Taylor Lane Drainage Improvements Change Order No.2



DANIA BEACH
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**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director
Ronnie S. Navarro, PE, PTP, CFM, City Engineer

Date: December 11, 2018

RE: Close Out of Taylor Lane Project with Everglades Contracting, LLC

On December 13, 2016 under RFP 2016-166, the Taylor Lane Drainage Improvements Project Phase 1 project was awarded to Everglades Contracting, LLC in the amount of \$539,373.00.

Subsequently, at various stages of the project, unforeseen minor design modifications, additional permitting requirements and utility conflicts related to unforeseen conditions were encountered and resulted in a request for a deductive change order submitted to the City by the Contractor and Change Order No. 1 was approved reducing the contract amount to \$494,005.28.

As part of the Change Order No. 1, the work includes the construction of an asphalt apron on NE 10th Street, however after months of waiting for street connection on NE 10th Street, all efforts to have this portion of the work proved done unfruitful and have held the construction bond of the Contractor. In this connection, this portion of the work will be removed from the Contract and thus be able to close this project.

This action will result to a deductive change order in the amount of \$81,935.01 in order to close out this project. It is further requested that all unused portion of this project be reverted back to its original funding source.

Recommendation

Public Services requests City Commission approval to authorize this project to be closed.

RESOLUTION NO. 2018-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF EIGHTY ONE THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS AND ONE CENT (\$81,935.01) AND CLOSE THE PROJECT FOR CONSTRUCTION CONTRACT RELATED TO EVERGLADES CONTRACTING, LLC FOR THE TAYLOR LANE DRAINAGE IMPROVEMENTS PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, on December 13, 2016 under RFP 2016-166, the Taylor Lane Drainage Improvements Project Phase 1 project was awarded to Everglades Contracting, LLC in the amount of Five Hundred Thirty Nine Thousand Three Hundred Seventy Three Dollars (\$539,373.00); and

WHEREAS, at various stages of the project, unforeseen minor design modifications, additional permitting requirements and utility conflicts related to unforeseen conditions were encountered and resulted in a request for a deductive change order submitted to the City by the Contractor and Change Order No. 1 was approved reducing the contract amount to Four Hundred Ninety Four Thousand Five Dollars and Twenty Eight Cents (\$494,005.28); and

WHEREAS, as part of Change Order No. 1, the work included the construction of an asphalt apron on NE 10th Street, however after months of waiting for street connection on NE 10th Street, all efforts to have this portion of the work completed have proven unproductive and have affected the construction bond posted by the Contractor. In this connection, this portion of the work will be removed from the Contract and thus the parties will be able to close this project; and

WHEREAS, all unused funding portions of this project should be reverted back to the original funding source; and

WHEREAS, the Public Services Department requests approval of deductive Change Order No. 2 in the amount of Eighty One Thousand Nine Hundred Thirty Five Dollars and One Cent (\$81,935.01) which reduces the contract amount to Four Hundred Twelve Thousand Seventy Dollars and Twenty Seven Cents (\$412,070.27); and

WHEREAS, Change Order No. 2 will allow financial close out for this project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the Taylor Lane Drainage Improvements Change Order No. 2, a copy of which is attached as Exhibit “A”, is made a part of and is incorporated into this Resolution by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to such Change Order No. 2 as are deemed necessary and proper for the best interests of the City.

Section 4. That funding has already been approved and appropriated for this project in the original agreement with the Contractor and any remaining project funds are authorized to be transferred back to the original source of funding upon project closeout.

Section 5: That the City Commission approves Change Order No. 2 and changes the contract amount to Four Hundred Twelve Thousand Seventy Dollars and Twenty Seven Cents (\$412,070.27).

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Sample for Specification Manual Taylor Lane Drainage Improvement	CHANGE ORDER NUMBER: 2 DATE: December 5, 2018	OWNER: ☐
TO CONTRACTOR (Name and address): Everglades Contracting LLC 1946 Tyler Street, Suite 8 Hollywood, FL 33020	ARCHITECT'S PROJECT NUMBER: 16-011 CONTRACT DATE: January 27, 2017 CONTRACT FOR: General Contracting	ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

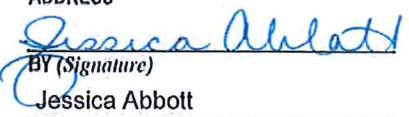
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$ 539,373.00
The net change by previously authorized Change Orders	\$ - 45,367.72
The Contract Sum prior to this Change Order was	\$ 494,005.28
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ - 81,935.01
The new Contract Sum including this Change Order will be	\$ 412,070.27

The Contract Time will be (increased) (decreased) (unchanged) by () days.
The date of Substantial Completion as of the date of this Change Order therefore is December 31, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)	Everglades Contracting LLC	OWNER (Firm name)
ADDRESS	1946 Tyler Street, Suite 8	ADDRESS
BY (Signature)		BY (Signature)
(Typed name)	Jessica Abbott	(Typed name)
DATE	December 5, 2018	DATE

SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE: TAYLOR LANE DRAINAGE IMPROVEMENT
CONTRACTOR: EVERGLADES CONTRACTING LLC
FOR PERIOD ENDING SEPTEMBER 30, 2018
TO ACCOMPANY APPLICATION NO. 10

CONTINUATION SHEET

A	B	C	D	E	F	G	H	I
ITEM# NO.	DESCRIPTION OF WORK	BID UNIT PRICE	UNITS	QUANTITY COMPLETED PERIOD	QUANTITY COMPLETED PERIOD	TOTAL COMPLETED PERIOD	% (G-C)	IF VARIABLE (H - G) RATE
1	EARTH WORK AND PAVING							
1	PAVEMENT RESTORATION	800	SY	319.88	319.88	319.88	53%	11,488.04
2	PROPOSED ASPHALT (1 1/4")	4,000	SY	3,820.00	3,820.00	3,820.00	89%	20,044.00
3	PROPOSED ASPHALT (3/4")	4,000	SY	3,060.00	3,060.00	3,060.00	89%	17,825
4	12" LIMEROCK	4,000	SY	3,060.00	3,060.00	3,060.00	89%	1,406.00
5	12" STABILIZED SUBGRADE	4,000	SY	3,060.00	3,060.00	3,060.00	13%	11,825.39
6	PROPOSED GRAVING	200	CY	290.00	290.00	290.00	100%	-
7	ASPHALT REMOVAL	4,000	SY	4,286.88	4,286.88	4,286.88	100%	313.12
8	ASPHALT APRON	50	SY	1,000.00	1,000.00	1,000.00	100%	1,500.00
9	ADJUST SANITARY SEWER MANHOLE	2	EA	2,000.00	2,000.00	2,000.00	100%	-
10	GUARDRAIL	400	LF	8,440.00	8,440.00	8,440.00	84%	1,716.00
11	GUARDRAIL END ANCHORAGE	4	EA	6,014.00	6,014.00	6,014.00	100%	-
12	SCODING	175	SY	1,950.00	1,950.00	1,950.00	100%	-
13	CURB AND GUTTER - TYPE F	500	LF	14,000.00	14,000.00	14,000.00	100%	-
1	CATCH BASIN	7	EA	4,000.00	4,000.00	4,000.00	71%	8,800.00
2	CONTROL STRUCTURE	1	EA	12,000.00	12,000.00	12,000.00	100%	-
3	CORE INTO EXISTING CATCH BASIN	2	EA	3,000.00	3,000.00	3,000.00	100%	-
4	REMOVE EXISTING CATCH BASIN	3	EA	800.00	800.00	800.00	33%	1,300.00
5	DRAINAGE PIPE	782	LF	10,000	10,000	10,000	58%	34,800.00
6	SWALE UNDERDRAIN	175	SY	55.00	55.00	55.00	100%	-
1	SILT FENCE	3,500	LF	1,000	1,000	1,000	70%	1,050.00
2	HAY BALES	75	EA	87.00	87.00	87.00	55%	2,050.00
3	FLOATING TURBIDITY BARRIER	75	EA	17.00	17.00	17.00	-	1,275.00
1	MOBILIZATION	1	LS	42,500.00	42,500.00	42,500.00	100%	-
2	PAVEMENT MARKING AND SIGNAGE	1	LS	5,500.00	5,500.00	5,500.00	100%	-
3	MAINTENANCE OF TRAFFIC	1	LS	10,000.00	10,000.00	10,000.00	100%	-
4	TESTING (DENSITY TEST, ETC.)	1	LS	4,500.00	4,500.00	4,500.00	100%	-
5	SURVEY / STAKEOUT / AS-BUILT DRAWINGS	1	LS	15,000.00	15,000.00	15,000.00	100%	-
1	PERMIT ALLOWANCE	1	LS	5,000.00	5,000.00	5,000.00	7%	4,650.00
2	CITY CONTINGENCY	1	LS	75,000.00	75,000.00	75,000.00	-	15,000.00
3	ADDITIONAL ASPHALT MILL AND RESURFACE	1	LS	15,000.00	15,000.00	15,000.00	-	-
1	DELAYS DUE TO PERMITTING, CONFLICTS WITH EXISTING UTILITIES AND UNFORESEEN CIRCUMSTANCES	1,247	SY	22,200.00	22,200.00	22,200.00	100%	-
2	ADDITIONAL SOD RESTORATION (SQUARE YARDS)	1,247	SY	7,482.00	7,482.00	7,482.00	100%	-
3	ADDITIONAL MATERIAL COST DUE TO WEIR CHANGES	1	LS	826.85	826.85	826.85	100%	-
4	BAFFLES	1	LS	2,801.00	2,801.00	2,801.00	100%	-
5	REPAIR TO EXISTING DEREKTOR'S PIPE	1	LS	2,788.48	2,788.48	2,788.48	100%	-
6	3/4" MILL AND RESURFACE WITH 5-3 ASPHALT	853	SY	13,844	13,844	13,844	100%	-
7	CONSTRUCTION OF PHASE II	1	LS	46,505.13	46,505.13	46,505.13	7%	42,841.50
8	CATCH BASIN INSTALLATION	2	EA	14,000.00	14,000.00	14,000.00	-	1,500.00
9	REMOVE EXISTING CATCH BASIN	2	EA	14,000.00	14,000.00	14,000.00	-	1,500.00
10	PERMIT ALLOWANCE	345	LF	100.00	100.00	100.00	-	1,500.00
11	CITY CONTINGENCY	1	LS	15,000.00	15,000.00	15,000.00	-	1,500.00
12	ADDITIONAL ASPHALT	1	LS	15,000.00	15,000.00	15,000.00	-	1,500.00
13	PAVEMENT RESTORATION	205.11	SY	35.85	35.85	35.85	-	1,500.00
14	PROPOSED ASPHALT (1 1/4")	40	SY	8.30	8.30	8.30	-	1,500.00
15	PROPOSED ASPHALT (3/4")	40	SY	8.30	8.30	8.30	-	1,500.00
16	12" LIMEROCK	40	SY	8.30	8.30	8.30	-	1,500.00
17	12" STABILIZED SUBGRADE	40	SY	8.30	8.30	8.30	-	1,500.00
18	ASPHALT REMOVAL	40	SY	8.30	8.30	8.30	-	1,500.00
19	GUARDRAIL	40	SY	8.30	8.30	8.30	-	1,500.00
20	GUARDRAIL END ANCHORAGE	40	SY	8.30	8.30	8.30	-	1,500.00
21	SILT FENCE	40	SY	8.30	8.30	8.30	-	1,500.00
22	HAY BALES	40	SY	8.30	8.30	8.30	-	1,500.00
23	FLOATING TURBIDITY BARRIER	40	SY	8.30	8.30	8.30	-	1,500.00
24	CONSTRUCTION OF PHASE II	40	SY	8.30	8.30	8.30	-	1,500.00
25	ORIGINAL CONTRACT	40	SY	8.30	8.30	8.30	-	1,500.00
26	CONTRACTOR'S OVERHEADS AND PROFITS	40	SY	8.30	8.30	8.30	-	1,500.00
27	TOTAL WORK TO DATE	40	SY	8.30	8.30	8.30	-	1,500.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN ENVIRO DRILL, INC. AND THE CITY FOR EMERGENCY REPAIRS OF A DAMAGED GRAVITY SEWER LINE ON AN ALLEYWAY BETWEEN SOUTHEAST 4TH AVENUE; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2019 Memo- Sullivan Bros Sewer Repair - rsn (Fin Review 12-5-18), R-2018- Enviro Drill - FPL Settlement Agreement for Sewer Line Repairs



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director

DATE: December 11, 2018

SUBJECT: Approval of Funds to Pay Sullivan Brothers for Sewer Repairs

In January 2017, an FPL master contractor Novinium subcontracted Viking Utility who then hired Enviro Drill, Inc. (EDI) to perform utility work at a residential neighborhood located on SE 3rd Avenue and SE 4th Avenue without a permit or any City staff knowledge.

Public Services was not aware which company caused the damage as it was not reported to the City nor a permit procured for works on a City's right of way. Therefore, it took over 6 months for City staff to discover who caused the damage as no utility companies accepted responsibility for the damage. Public Services discovered EDI damaged our gravity sewer by directionally boring into the pipe and damaged the manhole as well. The City incurred daily overtime costs by having to pump the sewer and transport each day and night. This has continued to be done in order to prevent any sewage spills in the affected community

The City solicited written proposals from Sullivan Brothers and A&A Drainage and Vac Services, Inc. Sullivan Brother presented the lowest bid to perform the remediation work in an amount not to exceed \$305,987.00. This includes all work necessary to repair and remediate the sewer line damage. The City has demanded EDI's insurance carrier Valley Forge to reimburse all claims associated with remediation work.

The City has been working with EDI's insurance carrier Valley Forge Insurance Company to resolve this claim since June 2018 and has finally resolved the matter.

The work for this repair began on or about November 26th 2018. The City anticipates the repair be completed by the end of December 2018.

Recommendation: Public Services is seeking to ratify and enter into an agreement without formal competitive bidding with Sullivan Brothers, Inc. as of November 26, 2018. Additionally,

the City is seeking Commission approval to execute the settlement agreement with Enviro Drill, Inc. and Valley Forge Insurance Company with regard to the repairs and restitution.

RESOLUTION NO. 2018-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN ENVIRO DRILL, INC. AND THE CITY FOR EMERGENCY REPAIRS OF A DAMAGED GRAVITY SEWER LINE ON AN ALLEYWAY BETWEEN SOUTHEAST 3RD AVENUE AND SOUTHEAST 4TH AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, in early 2017, Viking Utility ("Viking") entered into a construction agreement with Novinium ("Novinium"), which is the master contractor for Florida Power and Light Company ("FPL"), to perform utility work (the "Project") in a residential neighborhood located in the City, between Southeast 3rd Avenue and Southeast 4th Avenue; and

WHEREAS, Viking also contracted directly with Enviro Drill, Inc. ("EDI") to perform horizontal drilling work for the Project; and

WHEREAS, in early 2018, a machine operator who was employed by EDI drilled through an underground manhole casing, causing damage to a gravity sewer line servicing the neighborhood; and

WHEREAS, this incident was never reported to the City or to FPL; and

WHEREAS, for a period of more than six (6) months, the City has been actively looking for an unexplained spike in sewer leaks and complaints from the residents in the neighborhood; and

WHEREAS, the Public Services Department has discovered an unidentified utility line within the sewer system which was determined to be owned by FPL; and

WHEREAS, EDI is insured by Valley Forge Insurance Company and has tendered the City's claim to Valley Forge; and

WHEREAS, without admitting fault, EDI wishes to settle and resolve all existing claims and potential claims associated with EDI's work on the Project; and

WHEREAS, funding for this repair will be paid by Valley Forge Insurance Company through the insurance claim process; and

WHEREAS, the Mayor of the City has declared a public emergency to ensure the repairs are expedited and negotiations with the best qualified firm available have been conducted (see Florida Statutes, Section 284.055(9)(c)(6) and Section 255.0525(3) and (5);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to sign the settlement agreement with EDI, a copy of which is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference.

Section 3. That the City Commission authorizes the automatic appropriation of the insurance proceeds from the settlement agreement with EDI to fund the necessary repairs to the proper Sewer Fund Repair and Maintenance Account # 402-35-02-535-46-70.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING CONTRACT TO PROCURE CONSTRUCTION REPAIR SERVICES FOR A DAMAGED GRAVITY SEWER LINE ON AN ALLEYWAY BETWEEN SOUTHEAST 3RD STREET AND SOUTHEAST 4TH STREET FROM SULLIVAN BROS, LLC WITHOUT COMPETITIVE BIDDING OR ADVERTISEMENT FOR BIDS FOR FISCAL YEAR 2018-2019, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$305,987.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2019 Memo- Sullivan Bros Sewer Repair - rsn (Fin Review 12-5-18), R-2018- Sullivan Brothers Sewer Line Repair, Exhibit A- Sullivan Bros, LLC Agreement, Sullivan Bros. Proposal, Estimate_1281_from_A__A_Drainage__Vac_Services_Inc_EIN650981530



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director

DATE: December 11, 2018

SUBJECT: Approval of Funds to Pay Sullivan Brothers for Sewer Repairs

In January 2017, an FPL master contractor Novinium subcontracted Viking Utility who then hired Enviro Drill, Inc. (EDI) to perform utility work at a residential neighborhood located on SE 3rd Avenue and SE 4th Avenue without a permit or any City staff knowledge.

Public Services was not aware which company caused the damage as it was not reported to the City nor a permit procured for works on a City's right of way. Therefore, it took over 6 months for City staff to discover who caused the damage as no utility companies accepted responsibility for the damage. Public Services discovered EDI damaged our gravity sewer by directionally boring into the pipe and damaged the manhole as well. The City incurred daily overtime costs by having to pump the sewer and transport each day and night. This has continued to be done in order to prevent any sewage spills in the affected community

The City solicited written proposals from Sullivan Brothers and A&A Drainage and Vac Services, Inc. Sullivan Brother presented the lowest bid to perform the remediation work in an amount not to exceed \$305,987.00. This includes all work necessary to repair and remediate the sewer line damage. The City has demanded EDI's insurance carrier Valley Forge to reimburse all claims associated with remediation work.

The City has been working with EDI's insurance carrier Valley Forge Insurance Company to resolve this claim since June 2018 and has finally resolved the matter.

The work for this repair began on or about November 26th 2018. The City anticipates the repair be completed by the end of December 2018.

Recommendation: Public Services is seeking to ratify and enter into an agreement without formal competitive bidding with Sullivan Brothers, Inc. as of November 26, 2018. Additionally,

the City is seeking Commission approval to execute the settlement agreement with Enviro Drill, Inc. and Valley Forge Insurance Company with regard to the repairs and restitution.

RESOLUTION NO. 2018-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING A CONTRACT TO PROCURE CONSTRUCTION REPAIR SERVICES FOR A DAMAGED GRAVITY SEWER LINE ON AN ALLEYWAY BETWEEN SOUTHEAST 3RD STREET AND SOUTHEAST 4TH STREET FROM SULLIVAN BROS, LLC, WITHOUT COMPETITIVE BIDDING OR ADVERTISEMENT FOR BIDS FOR FISCAL YEAR 2018-2019, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$305,987.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, in early 2017, Viking Utility (“Viking”) entered into a construction agreement with Novinium (“Novinium”), which is the master contractor for Florida Power and Light Company (“FPL”), to perform utility work (the “Project”) in a residential neighborhood located in the City, between Southeast 3rd Avenue and Southeast 4th Avenue; and

WHEREAS, in early 2018, a machine operator who was employed by Enviro Drill, Inc. (“EDI”) drilled through an underground manhole casing, causing damage to a gravity sewer line servicing the neighborhood; and

WHEREAS, this incident was never reported to the City or to FPL; and

WHEREAS, for a period of more than six (6) months, the City has been actively looking for an unexplained spike in sewer leaks and complaints from the residents in the neighborhood; and

WHEREAS, the Public Services Department has discovered an unidentified utility line within the sewer system which was determined to be owned by FPL; and

WHEREAS, the City solicited three (3) written quotes, however, only two (2) companies submitted responses: Sullivan Bros., LLC and A & A Drainage & Vac Services, Inc.; and

WHEREAS, it is further requested that because of the emergency nature of this work, the City Commission waive the formal competitive bid process; and

WHEREAS, Sullivan Bros., LLC, submitted the lowest bid in the amount of Three Hundred Five Thousand Nine Hundred Eighty-Seven Dollars (\$305,987.00) to perform all work necessary to repair and remediate the sewer line damage, and began the work on or about November 26, 2018; and

WHEREAS, funding for this repair will be provided through the insurance settlement agreement between EDI, Valley Forge Insurance Company and the City; and

WHEREAS, the Mayor of the City has declared a public emergency to ensure the repairs are expedited and negotiations with the best qualified firm available have been conducted (see Florida Statutes, Section 284.055(9)(c)(6); and Section 255.0525(3) and (5);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to sign the Agreement with Sullivan Bros, a copy of which is attached as Exhibit “A”, and ratifies the purchase of emergency construction services from Sullivan Bros., LLC, in an amount not to exceed Three Hundred Five Thousand Nine Hundred Eighty-Seven Dollars (\$305,987.00).

Section 3. That funding for these repairs will be made available and appropriated from the settlement agreement with EDI and shall be appropriated from the Sewer Fund Repair and Maintenance Account #402-35-02-535-47-70.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective retroactive to November 26, 2018.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



AIA Document A105™ -- 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made and
retroactive as of the 26th Day of
November 2018

On November Twenty-Six, 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33044

and the Contractor:
(Name, legal status, address and other information)
Sullivan Bros., LLC
6671 W. Indiantown Rd #50
Jupiter, FL 33458

for the following Project:
(Name, location and detailed description)
City of Dania Beach Emergency Sewer Repair
Utility Easement North of SE 4th St and SE 4th Ave

The Architect: N/Aa
(Name, legal status, address and other information)
None
None
None

The Owner and Contractor agree as follows.

This document has important legal

consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated N/A, and enumerated as follows:

Drawings:

Number

Title

Date

N/A

Specifications:

Section

Title

Pages

N/A

- .3 addenda prepared by the Architect as follows:

Number

Date

Pages

N/A

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement;
and

- .5 other documents, if any, identified as follows:

Exhibit "A" - Contractor's Proposal Dated November 20, 2018

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

November 26, 2018

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work by December 31, 2018.

(Check the appropriate box and complete the necessary information.)



Not later than
the date of commencement.

() calendar days from



By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Three Hundred Thousand Nine Hundred Eighty-Seven Dollars

(\$ 305,987.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value	N/A
---------------------	-------	-----

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
N/A	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE 4 PAYMENTS

§ 4.1 ~~Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:~~

(Insert below timing for payments and provisions for withholding retainage, if any.)

The Owner will pay the Contractor fifty percent (50%) of the total contract price after execution of Agreement and within thirty (30) days

Of receipt of proper invoice including all required waivers of lien from Contractor and subcontractors. Final payment of remaining fifty percent (50%) will be paid upon the City's written acceptance of completed repair work and proper invoicing.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.) *N/A*

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Five Million Dollars (\$5,000,000.00) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$1,000,000.00) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Brad Kaine, Director of Public Services

bkaine@daniabeachfl.gov

Tom Ansbro, City Attorney,

tansbro@daniabeachfl.gov

Sean Sullivan, Owner, sean@sullivanbros.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the

extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. The warranty shall expire one (1) year after the Owner's acceptance of work.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices N/A

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT N/A

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for

subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
the day and year first above written.

ATTEST

OWNER
CITY OF DANIA BEACH, FLORIDA

LORI LEWELLEN, MAYOR

THOMAS SCHNEIDER, CMC
CITY CLERK

ROBERT BALDWIN
CITY MANAGER

AS TO LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO, CITY ATTORNEY

WITNESSES:

CONTRACTOR:

Sullivan Bros., LLC, a Florida Limited Liability Company

Megan Sullivan
Signature

Megan Sullivan
PRINT Name

[Signature]
Signature

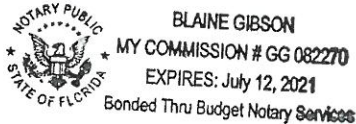
Tom Castano
PRINT Name

[Signature]
Signature

Sam Sullivan Pres
PRINT Name/Title

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me on 3rd, Dec, 2018 S. Sullivan, as Pres, respectively, of Sullivan Bros., LLC, a Florida Limited Liability Company, on behalf of the company. He/she/they is/are personally known to me or have produced _____ as identification and did (did not) take an oath.



Blaine Gibson
Notary Public
BLAINE GIBSON
PRINT Name of Notary Public

My Commission Expires: 7-12-21



SULLIVAN BROS.

6671 W. Indiantown Rd, #50
Jupiter, Florida 33458
Tel (772) 546-2303 - Fax (772) 546-2304

Proposal

From: SULLIVAN BROS., LLC

To: CITY OF DANIA BEACH

Project: DANIA SEWER REPAIR

Description: DANIA SEWER REPAIR

Bid Location: DANIA BEACH

Bid Date: 07/23/2018

Estimator:

Revision Date:

Contract #:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 DANIA SEWER PIPE REPLACEMENT	1.000	LS	\$305,987.00	\$305,987.00
			TOTAL BID:	\$305,987.00

Proposal

Project Comments

1. THIS PROPOSAL IS BASED ON DRAWINGS PREPARED BY:
DATED:
ADDENDUMS:
2. THIS PROPOSAL IS BASED ON USING EXCAVATED MATERIAL FOR PIPE BACKFILL.
3. THIS PROPOSAL IS BASED ON ONE MOBILIZATION. EACH ADDITIONAL MOBILIZATION WILL BE CHARGED AT A RATE OF \$6,000 / EA
4. THIS PROPOSAL SPECIFICALLY EXCLUDES:
 - SURVEY, CONTROL, CONSTRUCTION STAKING, LAYOUT, OR AS-BUILT DRAWINGS
 - DENSITY OR GEOTECHNICAL TESTING
 - GROUND WATER SAMPLING
 - PERMITS, PERMIT ACQUISITION OR PERMIT FEES
 - BONDS
 - REMOVAL OR RELOCATION OF EXCESS MATERIAL.
 - REMOVAL OR REPLACEMENT OF UNSUITABLE OR CONTAMINATED MATERIAL
 - STORM WATER POLLUTION PREVENTION PLAN PREPARATION, MONITORING, INSPECTION OR REPORTING
 - INSTALLATION, MAINTENANCE, OR REMOVAL OF EROSION, SEDIMENTATION OR TURBIDITY CONTROL DEVICES
 - CLEANING OF EXISTING DRAINAGE UNLESS SPECIFIED IN PROPOSAL
 - VIDEO OF SEWER IF REQUIRED
 - RELOCATION OF FENCE WITH IN RIGHT OF WAY, REMOVAL OF TREES AND VEGETATION, RELOCATION OF EXISTING UTILITIES IN CONFLICT WITH SEWER REPLACEMENT.
5. PROPOSAL INCLUDES REMOVAL AND REPLACEMENT OF SEWER PIPE FROM 3RD AVE TO 4TH AVE, RECONNECT SEWER LATERALS TO MAIN, REPAIR EX MANHOLE WITH BRICK AND MORTAR, BY-PASS PUMPING (IF REQUIRED), REPLACEMENT OF SOD, R&R EXISTING SIDEWALK AS REQUIRED, R&R ASPHALT 12' WIDE AT MANHOLE CONNECTIONS, STRIPING AND MOT.
6. PROPOSAL IS BASED ON EXISTING FIBER LINE NEXT TO EXISTING SEWER BEING RELOCATED PRIOR TO SEWER REPLACEMENT.
7. PROPOSAL IS BASED ON SHUTTING DOWN 4TH AVE AT REPAIR LOCATION TO STOCK PILE MATERIALS. SULLIVAN WILL TAKE EVERY PRECAUTION TO MINIMIZE ANY DAMAGE. PROPOSAL EXCLUDES AND MILLING AND RESURFACING IN THIS AREA IF REQUIRED.
8. IF VAC TRUCK IS REQUIRED TO BE SUPPLIED BY OTHERS OR BILLED ON A T&M BASIS

**A & A Drainage & Vac
Services Inc. EIN#65-
0981530**

5040 King Arthur Ave
Davie, FL 33331 US
(954) 680-0294
jim@aadrainage.com
<http://www.aadrainage.com>



ESTIMATE

ADDRESS

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, Florida 33004

ESTIMATE # 1281

DATE 08/08/2018

ADDRESS / LS / MAP

between 3rd & 4th

ACTIVITY	QTY	RATE	AMOUNT
7 remove and replace existing sanitary pipe (only) from 3rd to 4th in alley way	1	330,000.00	330,000.00
7 pump truck to move liquid while pipe is being repaired per day estimated only at 6 hours per day for 2 weeks	1	7,620.00	7,620.00
7 pump truck to move liquid during repair at night and weekends and holidays \$200.00 per hour (estimating 4 hours at night and 6 hours weekends) price specifically includes only: materials to replace and tie into structures and lateral lines, replacement of sod, repair any sidewalks damaged from our repairs, repair approximately 12 feet wide asphalt at manhole with striping and MOT	1	13,600.00	13,600.00
7 PRICE SPECIFICALLY EXCLUDES: removal of any fences, utilities, trees or other item within the working area.	1	0.00	0.00
7 ANY FIBER OR OTHER UTILITIES MUST BE REMOVED PRIOR TO START OF PROJECT	1	0.00	0.00
7 WE WOULD NEED TO SHUT DOWN A PORTION OF 1 LANE EITHER ON 3RD OR 4TH TO STOCK PILE MATERIALS.	1	0.00	0.00
7 ANY ITEM NOT SPECIFICALLY STATED AS INCLUDED WILL BE A CHANGE ORDER AND ADDITIONAL COST WILL APPLY	1	0.00	0.00

CC# 15-1A-D-19626 / CGC1524319

TOTAL

\$351,220.00

Invoices not paid within the noted terms will be charged a late fee of
10 percent per week.

Accepted By

Accepted Date

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES USING AVAILABLE PRICING FROM THE CITY OF FORT LAUDERDALE, UNDER BID 975-11940 FOR REAL ESTATE BROKERAGE SERVICES DATED APRIL 7, 2017, FOR FISCAL YEAR 2018-2019, WITHOUT COMPETITIVE BIDDING

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo - Colliers International, R-2018- Colliers International Agreement for Real Estate Brokerage and Lease Management Services, Colliers International, City and CRA Agreement for Real Estate Brokerage and Lease Management Services , City of Fort Lauderdale - Colliers Contract, City of Fort Lauderdale - Colliers Contract Renewal, City of Fort Lauderdale Solicitation 975-11940, Colliers Bid Response



CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: December 11, 2018

TO: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

FROM: Robert Baldwin, City Manager

BY: Rickelle Williams, CRA Executive Director

SUBJECT: **Real Estate Brokerage and Lease Management Services Agreement – Colliers International**

Background

Over the past few years, the CRA Board has, through Requests for Qualifications, sought interest from the development community to redevelop in the Downtown City Center, specifically the City Hall site. Previous Requests for Qualifications were not guided by an intensive process of community engagement and stakeholder involvement and have not yielded an actionable plan, proposal or agreement for redevelopment of City Hall or the site.

At the February 26, 2018 CRA Board workshop the CRA Board expressed a renewed desire to revisit, examine and evaluate the possibility of redevelopment of City Hall and the site in general. At the March 13, 2018 CRA Board meeting, the CRA Board after discussion and consensus, agreed to move forward with a City Center Redevelopment Charrette. The CRA Board authorized the engagement of a firm to facilitate a community charrette and plan for redeveloping the City Hall/Downtown City Center site.

At the May 8, 2018 CRA Board meeting, the CRA Board approved Resolution No. 2018-CRA-007 authorizing an Interlocal Agreement with Florida International University Metropolitan Center. The agreement called for FIU to complete an Economic Analysis and Community Charrette to serve as a guide and foundation for determining the feasibility of and process for redevelopment of the City Hall/City Center site.

FIU completed the economic analysis and subsequently conducted a Developer Focus Group and Community Charrette on July 10, 2018 and July 23, 2018 respectively, drawing over 130 residents, business owners and developers combined. FIU was also tasked with completing a City Center Action Plan as part of the Community Charrette report. On September 11, 2018, FIU presented the preliminary Action Plan. Later, on October 1, 2018, the CRA Board held a workshop to discuss the finalized City



CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

Center Development Action Plan as presented by FIU. After CRA Board discussion and input from City of Dania Beach staff, the CRA Board, by consensus, decided to move forward with the City Center project.

At the October 9, 2018 CRA Board meeting, the CRA Board adopted Resolution No. 2018-CRA-020 accepting the final City Center Community Charrette and Preliminary Action Plan and authorizing the advancement of a Public Private Partnership development initiative for the City Center beginning with the execution of the following tasks:

- 1) Engage professional representation
- 2) Decide on a development structure
- 3) Complete a space program for all government functions

Update

After researching Real Estate Brokerage firms in South Florida with experience in government practice, the City and CRA would like to enter into a piggyback agreement with Colliers International South Florida, LLC to complete Task 1 of the Action Plan. The piggyback contract stems from Bid 975-11940 Real Estate Brokerage Services issued by the City of Fort Lauderdale on April 7, 2017. The Bid was awarded to Colliers International South Florida, currently under an agreement with the City of Fort Lauderdale to provide similar services as those required for the City Center Redevelopment project.

This agreement is also to be considered at the CRA Board meeting on December 11, 2018.

Recommendation

Approve the piggyback agreement between the City of Fort Lauderdale and Colliers International South Florida, LLC for Real Estate Brokerage and Lease Management Services related to the City Center Redevelopment project.

Attachments

City of Dania Beach/Dania Beach Community Redevelopment Agency/Colliers International Agreement
City of Fort Lauderdale/Colliers International Agreement
City of Fort Lauderdale/Colliers International Renewal
City of Fort Lauderdale/Colliers International Bid Solicitation
Colliers International Bid Response

RESOLUTION NO. 2018-180

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES USING AVAILABLE PRICING FROM THE CITY OF FORT LAUDERDALE, UNDER BID 975-11940 FOR REAL ESTATE BROKERAGE SERVICES DATED APRIL 7, 2017, FOR FISCAL YEAR 2018-2019, WITHOUT COMPETITIVE BIDDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 26, 2018, the CRA Board of Directors (the "Board") expressed a renewed desire to re-examine and evaluate the possibility of redevelopment of City Hall and the site in general ("City Hall/City Center"); and

WHEREAS, on May 8, 2018, the CRA Board approved Resolution No. 2018-CRA-007, authorizing an interlocal agreement with Florida International University Metropolitan Center ("FIU") to complete an economic analysis and community charrette to serve as a guide and foundation for determining the feasibility of and process for redevelopment of the City Hall/City Center site; and

WHEREAS, after FIU completed the economic analysis and conducted various developer and community charrettes, FIU presented its Community Charrette report to the CRA Board; and

WHEREAS, on October 9, 2018, the CRA Board adopted Resolution No. 2018-CRA-020 accepting the final City Center Community Charrette and Preliminary Action Plan (the "Action Plan") and authorizing the advancement of a Public Private Partnership development initiative for the City Hall/City Center redevelopment project; and

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the City of Fort Lauderdale and one of its vendors have given permission to the City of Dania Beach to utilize available pricing under BID 975-11940 Real Estate Brokerage Services Dated April 7, 2017, awarded to Colliers International South Florida, LLP. which the

contract has been renewed effective September 1, 2018 through August 31, 2019, a copy of which is attached as Exhibit “A” and which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, in furtherance of the advancement of the Action Plan task one, the City Commission finds it is in its best interest to enter into a “piggyback” agreement with Colliers International for Real Estate Brokerage and Lease Management Services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an agreement with Colliers International to provide real estate brokerage and lease management services (the “Brokerage Agreement”), which Brokerage Agreement is attached as Exhibit “B”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

Section 4. The Brokerage Agreement provides that all Brokerage Commissions (as such term is defined in the Brokerage Agreement) are to be paid by the Buyer or the Lessee (as such terms are defined in the Brokerage Agreement) and all Management Fees shall be paid by the Lessee. No Brokerage Commissions, Management Fees or any other kind of fees shall be due from either the City or the CRA under the Brokerage Agreement.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS ANSBRO
CITY ATTORNEY

AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF DANIA BEACH, FLORIDA AND COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES UNDER THE CITY OF FORT LAUDERDALE, FLORIDA AGREEMENT (BID 975-11940)

This is an Agreement (the "Agreement") between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, the City of Dania Beach, Florida, a Florida municipal corporation, (the "CITY") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Colliers International South Florida, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Contractor"), with a mailing address of 200 Broward Boulevard, Suite 120, Fort Lauderdale, FL 33301.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The agreement dated August 31, 2017 between the Contractor and the City of Fort Lauderdale and any amendment(s) to it, under an award by the City of Fort Lauderdale of related to Bid 975-11940 and the contract renewal letter dated June 20, 2018, copies of which are attached as composite Exhibit "A" (the "Fort Lauderdale Agreement"), is made a part of and is incorporated into this Agreement by this reference, and shall be considered as part of this Agreement between the CRA, CITY, and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Fort Lauderdale, or any city in the area for these same services, then Contractor shall provide such lower service rates to the CITY and CRA.
2. The goods and services to be provided consist of real estate brokerage and lease management services related to the City Center Redevelopment Project and any other projects assigned through a Notice to Proceed. No work under this Agreement is authorized until a Notice to Proceed is issued by the City and accepted by the Contractor. All Notices to Proceed shall be issued by the Contract Administrator. The Contract Administrator for purposes of this Agreement is the City Manager or the Executive Director of the CRA (or their respective designee).
3. All notices to the CITY or the CRA shall be addressed as follows:

If to the CITY: City of Dania Beach, Florida 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 Attention: City Manager	If to the CRA: Dania Beach Community Redevelopment Agency 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 Attention: Executive Director
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4. The term of this Agreement shall be through and including August 31, 2019. All parties, upon mutual agreement, have the option to renew for a one (1) year period.
5. That despite any provision which is or may be to the contrary in the Agreement, no fees or brokerage commissions of any kind will be paid by the CRA or the CITY.
6. That in all other respects, the terms and conditions of the Fort Lauderdale Agreement apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2018.

ATTEST:

CRA:
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

RICKELLE WILLIAMS
EXECUTIVE DIRECTOR

THOMAS J. ANSBRO
CRA ATTORNEY

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**COLLIERS INTERNATIONAL SOUTH
FLORIDA, LLC,**

a Delaware limited liability company

Signature

PRINT Name

Title

Dated: _____, 2018

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me on _____, 2018,
by _____, as _____ of Colliers International South
Florida, LLC, a Delaware limited liability company, on behalf of the company. He/she is
personally known to me or has produced _____
as identification.

Notary Public, State of Florida

Print Name

**AGREEMENT FOR
REAL ESTATE BROKERAGE
AND
LEASE MANAGEMENT SERVICES**

THIS AGREEMENT, made this 31st day of August 2017, is by and between the City of Fort Lauderdale, a municipal corporation of the state of Florida, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Colliers International South Florida, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 200 Broward Boulevard, Suite 120, Fort Lauderdale, FL 33301, Phone: 954 652-4600, Fax: 954-652-4637, Email: ken.krasnow@colliers.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposal No. 975-11940, Real Estate Brokerage Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's Response to the RFP, dated April 28, 2017, ("Exhibit B").
- (3) Schedule 1.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated August 31, 2017, and any Addenda.
- C. Third, **Exhibit A**, RFP No. 975-11940
- D. Fourth, **Exhibit B**, Contractor's Response dated April 28, 2017

II. SCOPE

The Contractor shall perform the Work (as described in Schedule 1) and as set forth in the Contract Documents with respect to those properties owned or leased by the City ("Facilities") except for those Facilities excluded in Schedule 1. No work under this Agreement is authorized until a Notice to Proceed is issued by the City and accepted by the Contractor. All Notices to Proceed shall be issued by the Contract Administrator.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. For purposes of this Agreement, Contract Administrator is the City Manager, or his designee.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on September 1, 2017, and shall end on August 31, 2018. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms and conditions and specification remain the same, both parties agree to the extension, and such extension is approved by the City Manager.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in **Schedule 1**. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses related to its performance under this Agreement.

V. METHOD OF BILLING AND PAYMENT

The method, amount, process and limitations on payment for Management Services rendered unto the City and the entitlement to Brokerage Commissions are set forth in Schedule 1.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor or breach or violation of the terms of this Agreement. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement and is not limited by insurance coverage. To the extent considered necessary by the City Manager, any sums due Contractor 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.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of reasonable attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the

circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This **MUST** be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 30 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-VIII" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person,
 \$500,000 each occurrence

Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Contractor

Limits: \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. Contractor acknowledges that it represents the City as a Single Agent which requires an undivided loyalty to the City. Any transaction to a Transaction Broker, in which an expectation of undivided loyalty, is no longer in effect shall require the consent of the City as evidenced by an amendment to the Notice to Proceed and execution of the disclosures in form and content acceptable to the City and as required by law. Further, any transition to a Designated Sales Associate shall require the consent of the City, as evidenced by an amendment to the Notice to Proceed, and execution of the required disclosures.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. Performance of the services hereunder by Contractor shall not be deemed to be a prohibition of, or interference with Contractor's provision of similar services to third parties, provided that Contractor in so doing does not disclose any confidential information of the City or disclose any documents or portions thereof that would otherwise be exempt from the disclosure under the public records laws of the State of Florida.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to Contractor's work performed or required to be performed under this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, 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 law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or 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 law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. 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.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, 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, as may be amended from time to time, for category two purchases for a period of 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 by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be

construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor 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.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor'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.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall endeavor to ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Contractor employees in a supervisory position with respect to the services shall be collectively referred to as the "Key Contractor Personnel." For purposes of this Agreement, "Key Contractor Personnel" shall include but is not limited to Ken

Krasnow and Brooke Berkowitz. Upon issuance of a Notice to Proceed by the City, the Contractor shall identify the team of professionals assigned to the work described in the Notice to Proceed and whether any of the individuals have a conflict of interest. Before proceeding with any work under the Notice to Proceed, the conflict must be resolved to the satisfaction of the City which resolution may include seeking a waiver from the City or replacing the team member with the conflict. Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement. If, at any time, any Key Contractor Personnel actually becomes aware that City is involved in any material way in any proposed transaction whereby Contractor or an affiliate represents any other party to that transaction, Contractor agrees to notify City promptly upon discovering such facts. Upon discovery of such conflict, Contractor shall proceed no further with the transaction on City's behalf until such time as the conflict is resolved to the satisfaction of the City.

Contractor further agrees that none of Contractor's officers or Key Contractor Personnel employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Substitution of Personnel

In the event the Contractor wishes to substitute personnel, Contractor shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City's prior written approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

Q. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

R. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

S. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

T. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

U. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount

actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

No representation or recommendation is or will be made by Contractor or its subcontractors, agents or employees as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation.

V. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

W. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

X. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

Y. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof

Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Z. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

(a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

(b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

(d) The non-performing party uses its commercially reasonable efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D.

Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes, as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revised.

CC. Public Records

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 public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) If Contractor or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100

North Andrews Avenue, Fort Lauderdale, FL 33301 Attention:
Custodian of Public Records.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____

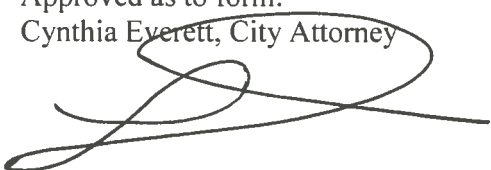

John R. "Jack" Sener, Mayor

By: _____


Lee R. Feldman, City Manager

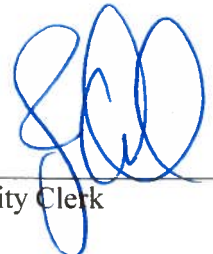
Approved as to form:

Cynthia Everett, City Attorney

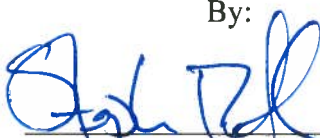


Lynn Solomon, Assistant City Attorney

ATTEST:


Jeffrey A. Modarelli, City Clerk

ATTEST

By: 
Stephen Rutchik, Vice President

CONTRACTOR

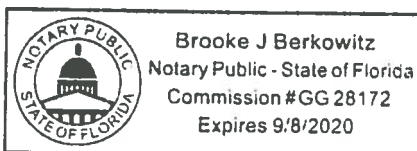
Colliers International South Florida, LLC, a
Delaware limited liability company

By: 
Ken Krasnow, Vice President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was
acknowledged before me this 31 day of August, 2017, by Ken
Krasnow as Vice President for Colliers International South Florida, LLC, a Delaware
limited liability company, authorized to transact business in the State of Florida. He is
personally known to me X or has produced _____ as
identification and did not take an oath.




Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Brooke J. Berkowitz
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 9/8/2020

GG28172
Commission Number

**SCHEDULE 1 TO AGREEMENT FOR
REAL ESTATE BROKERAGE
AND
LEASE MANAGEMENT SERVICES**

Management Fees and Brokerage Commissions

This Addendum establishes the method, amount, process, and limitations on payment of Management Fees for management services rendered by Contractor to City and the method of establishing the entitlement, amount, process, and limitations on the payment of Brokerage Commission to Contractor for Contractors' brokerage services.

1. **Broker Commission.** In accordance with the Contractor's response to the RFP, the Contractor shall be entitled to collect a Brokerage Commission of four (4%) percent of the purchase price on the sale of all City owned assets in which a Notice to Proceed which shall detail the scope of the project) is issued, the City is the Seller in the transaction and the Contractor is the procuring cause. The fee shall be paid by the Buyer without setoff, credit or deduction on the proceeds owed to the City in the transaction provided the Buyer signs a purchase and sale agreement, in form and content acceptable to the City, acknowledging its obligation to pay a commission to Contractor. In addition, Contractor shall be entitled to earn a Brokerage Commission of four (4%) on all new leases in which a Notice to Proceed (which shall detail the scope of the project) is issued by the City, the City is the Lessor and in which the Contractor is the procuring cause. Both parties acknowledge this is not an "exclusive" relationship and Contractor is only entitled to a Brokerage Commission according to the conditions set forth herein. Notwithstanding this Agreement, commissions earned on non-aviation airport leases are subject to limitations set forth in the City Charter and resolutions approved by the City Commission in accordance therewith, as regularly amended and updated. The current fees for Brokerage Services and Management Services for Fort Lauderdale Executive Airport non-aviation Leases will be provided at the time a Notice to Proceed is issued. The City shall not be obligated to pay a commission on certain transactions and assets excluded from this Agreement as set forth below. The City reserves the right to rescind a Notice to Proceed at any time and remove the real property from any marketing activity or listing for sale or lease Both parties acknowledge the commissions on new leases shall be paid to Contractor over time from an Escrow Account (as defined below). With respect to new Leases, the CONTRACTOR'S Brokerage Commission shall be a Lessee expense which will be paid by the Lessee into the Escrow Account in equal periodic installments together with Lessee's payment of rent. All Leases shall incorporate such language that obligates Lessee to pay such a Brokerage Commission and shall be presented to the City for review and approval. Upon termination of this Agreement CONTRACTOR will be entitled to Brokerage Commission, if CONTRACTOR was the procuring cause and other conditions set forth herein are satisfied.

2. **Management Fees.** The Contractor shall be entitled to receive a management fee of three (3%) percent for management services related to Leases in which the City is the Landlord. The City shall issue a Notice to Proceed for all Leases in which the Contractor is entitled to earn a Management Fee. The Contractor shall serve as the fiscal and accounting agent for collection of rents under Leases in which the City is the Lessor. It will collect the rents and provide a monthly accounting to the City of the rents received, deposits held as well as other accounting information requested by the City. Further, Contractor shall send written notice of delinquency, according to the term of the applicable lease, to the Tenant in accordance with the Lease and the City's policies and procedures. The fees on Leases shall be calculated on the Total Rent which is defined as the aggregate of all rental paid and received as required during the initial term of the Lease excluding any sums payable for taxes, operating costs, insurance, cost of living and other pass through expenses. In the event the City hires a third party to collect delinquent rents from its tenants, the Contractor shall not be entitled to receive its Management Fee from the recovery of any delinquent rents by the third party vendor.

2.1. CONTRACTOR is not entitled to a Management Fee from the CITY where the CITY is the Lessee.

2.2. CONTRACTOR will collect the rents from the CITY's Lessees and retain three (3.0%) percent of the Total Rents collected by CONTRACTOR as a Management Fee. The rents collected by the CONTRACTOR shall be deposited in the CONTRACTOR'S Escrow Account described below.

2.2.1. CONTRACTOR will "invoice" City's Lessees, and remittance of rents shall be directly to CONTRACTOR. CONTRACTOR shall deposit all rents collected into CONTRACTOR'S Escrow Account. All interest earnings shall be disbursed to CITY on a quarterly basis as provided.

2.2.1.1 The term "Escrow Account" shall mean, throughout this Agreement, an interest bearing Escrow Account held by CONTRACTOR for the exclusive benefit of the CITY'S leasehold or real property sales transactions. The funds on deposit in the Escrow Account shall not be co-mingled with funds from other transactions of Contractor. CONTRACTOR shall not be entitled to retain interest earnings on CITY'S funds placed into the Escrow Account.

2.2.2. Management Fees are paid only as rents are collected by CONTRACTOR. If no rent is collected in any given calendar month, then CONTRACTOR does not receive its Management Fee until such time as the rent at issue is paid.

2.2.3. Rents collected from Lessees, less Management Fee, will be paid to the CITY monthly by the last day of the month in which the rent was paid to CONTRACTOR.

2.2.4. CONTRACTOR shall provide CITY with a monthly accounting as to (a) rents paid by CITY's Lessees and the Management Fee paid to Contractor and (b) rents not paid by CITY's Lessees, and (c) interest earned.

2.3 Unless otherwise agreed by the CITY in writing, CONTRACTOR shall **not** be responsible for the rendition of Management Services nor entitled to Management Fees on transactions under the following leasing transactions where the CITY is the Lessor.

2.3.1 CITY Charter Section 8.07, Leases with government entities or agencies for governmental purposes

2.3.2 CITY Charter Section 8.08, Leases of parking spaces in parking facilities owned or operated by the City.

2.3.3 CITY Charter Section 8.13, Leases to civic and charitable organizations.

3. Excluded Transactions.

3.1 Unless otherwise agreed by the CITY in writing, CONTRACTOR shall **not** be entitled to a Brokerage Commission on a transaction under the following transactions:

3.1.1 CITY Charter Section 8.02, Sale of public lands and of public property to public bodies.

3.1.2 CITY Charter Section 8.03, Acquiring right-of-way for purpose of converting same to a public body.

3.1.3 CITY Charter Section 8.06, Leases at Bahia Mar, including leasing of Bahia Mar.

3.1.4 CITY Charter Section 8.07, Leases with government entities or agencies for governmental purposes.

3.1.5 CITY Charter Section 8.08, Leases of parking spaces in parking Facilities owned or operated by the City.

3.1.6 CITY Charter Section 8.11, Sale of real property at Fort Lauderdale Executive Airport.

3.1.7 CITY Charter Section 8.13, Leases to civic and charitable organizations.

3.1.8 Fort Lauderdale Executive Airport Aviation Leases.

3.2 The Brokerage Commission is paid by the Lessee, not by the CITY. In order for the Contractor to receive its Brokerage Commission, the Lease must include a written obligation of the Lessee to pay the Commission without setoff, reduction or credit against the rents owed to the City and such rent shall be deemed Additional Rent under the Lease. Until such time as the CONTRACTOR'S Brokerage Commission is paid in full, CITY and CONTRACTOR agree that 50% of the rents (which shall include a prorata portion of the Brokerage Commission) collected will be disbursed from the Escrow Account to the CONTRACTOR and the other 50% of the rents collected will be disbursed from the Escrow Account to the CITY. After the Brokerage Commission has been paid in full from the rents collected under this Paragraph 2.2, then the additional sums paid by Lessee under Paragraph 2.2.1 shall be disbursed out of the Escrow Account to CITY with CONTRACTOR deducting a 3.0% Management fee as to such additional sums paid by Lessee.

3.2.1 In the event a co-broker is involved in a sales or lease transaction, CONTRACTOR'S Brokerage Commission will be reduced from 4.0% to 3.0%. The co-broker may earn a Brokerage Commission to be paid as a Buyer Expense or Lessee expense, which such co-broker's Brokerage Commission, shall not exceed 3.0%. On a lease transaction, the combined or overall brokerage commission shall not exceed 6.0%, shall be paid by the Lessee and paid into the CONTRACTOR'S Escrow Account with each monthly (or periodic) installment of rent.

3.2.2. 50% of each periodic rent installment (which shall include the Brokerage Commission) shall be disbursed from the CONTRACTOR'S Escrow Account to the CONTRACTOR and co-broker proportionate to their share of the overall Brokerage Commission until such time as the overall Brokerage Commission, not exceeding 6.0%, has been paid.

3.2.3 In the event the overall Brokerage Commission exceeds 6.0% in a lease transaction, then the Lessee shall be responsible for that portion of the overall Brokerage Commission exceeding 6.0% in which case the Lessee shall pay such portion of the overall Brokerage Commission that exceeds 6.0% directly to the co-broker, independent of any periodic installments of rent.

3.2.4 The other 50% of each periodic rent installment shall be disbursed from the Escrow Account to CITY, less the 3.0% Management Fee. At such time as the overall brokerage commission, not to exceed 6.0% is paid in full to the CONTRACTOR and co-broker, then 100% of each periodic rent installment shall be disbursed from the Escrow Account to CITY, less the Lease Management Fee which will be retained by CONTRACTOR.

3.2.5 In the context of a sales transaction, the overall Brokerage Commission shall be a Buyer's expense and shall be disbursed from the gross sales proceeds to the CONTRACTOR and co-broker at the time of the closing on the sale.

3.2.6 Upon payment in full to CONTRACTOR of the Brokerage Commission earned by the CONTRACTOR on a Lease transaction, thereafter 100% of the rents collected will be paid into the CONTRACTOR'S Escrow Account and thereafter disbursed to the CITY, less the CONTRACTOR'S Management Fee.

3.2.7 Upon termination of this Agreement, 2.4.3 On renewal of an existing Lease Agreement with an existing tenant that was negotiated by CONTRACTOR and where CONTRACTOR was the procuring cause of the Amended and Restated Lease Agreement and where the Lessee remains in possession after expiration of a prior lease, the Brokerage Commission shall be 2.0% of the rents due under the initial term of the Amended and Restated Lease Agreement. Contractor shall not collect a Brokerage Commission on renewal of a Lease with an existing tenant where the initial Lease contained renewal provisions or options to renew.

3.2.8 There is no Brokerage Commission paid by CITY to CONTRACTOR on a Lease where the CITY is the Lessee. However, CONTRACTOR may be paid a brokerage commission by the Landlord where the CITY is the Lessee.

3.2.9 As to sales transactions in which the Brokerage Commission will be paid by the Buyer, (i) the Resolution offering the property for sale or (ii) the RFP, as authorized by the CITY and (iii) the terms and conditions of the sales contract must specify that the Buyer will be responsible for the Brokerage Commission in the event the CONTRACTOR is the procuring cause of the sale.

3.2.10 On the sale of surplus property by the CITY under City Charter Section 8.04, where the CONTRACTOR initiated the "surplus property sale" procedure in cooperation with of the CITY and pursuant to a Notice to Proceed, then CONTRACTOR shall be presumed to be the procuring cause of the sale and shall be entitled to a Brokerage Commission to be paid by the Buyer and the Buyer's obligation to pay a Brokerage Commission shall be referenced in the Resolution offering the surplus property for sale and shall be further referenced in the Contract for Purchase and Sale. With respect to the Brokerage Commission paid to the Contractor, the Buyer shall not be entitled to a credit, setoff or reduction against the Purchase Price. In the absence of a reference to the CONTRACTOR'S Brokerage Commission in the Resolution or Contract for Purchase and Sale, there shall be no Brokerage Commission payable to CONTRACTOR

3.2.11 CONTRACTOR shall perform a review and assessment of all CITY-owned and/or underutilized property and make recommendations for the best use of such properties as set forth in Section III of the RFP, *Scope of Services*. CONTRACTOR shall follow the procedures set forth in the *Scope of Services*

leading to the Strategic Report and Final Report. Such service shall be provided at no charge to the City.

4. **Advisory Services.** In all instances a Notice to Proceed shall be issued and executed by the CONTRACTOR for the use of advisory services by the CONTRACTOR where the CONTRACTOR shall **not** be entitled to a Brokerage Commission. The Hourly Rate by the CONTRACTOR shall be \$150 per hour as submitted in the CONTRACTOR'S Bid Submittal. The not to exceed number of hours of advisory services shall be stated within the Notice to Proceed. Notwithstanding, the total Advisory Services hours shall not exceed 500 hours during the term of this Agreement. Advisory services shall include but is not limited to analyzing and evaluating leases and other real estate documents, preparing lease summaries, data collection, market analysis, cash flow projections, pro forma statements, financial analysis, and such other advisory services set forth in the Notice to Proceed.
5. **Additional Services.** Contractor shall provide the following services at no charge to the City: (1) Annual presentations, whether to staff or the City Commission, regarding the state of the Fort Lauderdale-Broward County Real Estate Market, (2) any and all reports as required under the RFP, (3) inventory of all City owned real estate and (4) assessment and strategic plan for disposition of City owned real estate or recommendations regarding real estate best practices, including management protocols, acquisition of software or qualifications, skills, experience, training of employees, or hiring practices for employees, vendors or subcontractors.

EXHIBIT “A”

RFP No. 975-11940

Solicitation 975-11940

Real Estate Brokerage Services

Bid Designation: Public



City of Fort Lauderdale



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

June 18, 2018

Colliers International South Florida, LLC
Attn: Ken Krasnow
200 Broward Blvd, Suite 120
Fort Lauderdale, FL 33301

SUBJECT: Renewal of Term Contract for Real Estate Brokerage Services, RFP 975-11940,
Amendment 1

Dear Mr. Krasnow:

The subject Contract will expire on August 31, 2018.

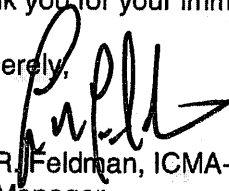
In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year effective September 1, 2018, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Lura Rogers at lrogers@fortlauderdale.gov by June 25, 2018.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,


Lee R. Feldman, ICMA-CM
City Manager

ACCEPTANCE

By 
Official Signature

Executive Managing Director
Title

June 20, 2018
Date

Solicitation 975-11940

Real Estate Brokerage Services

Bid Designation: Public



City of Fort Lauderdale

Bid 975-11940

Real Estate Brokerage Services

Bid Number 975-11940
 Bid Title Real Estate Brokerage Services

Bid Start Date Apr 7, 2017 4:46:25 PM EDT
 Bid End Date May 1, 2017 2:00:00 PM EDT
 Question & Answer End Date Apr 24, 2017 5:00:00 PM EDT

Bid Contact Hendry J Lopez
 Procurement Specialist I
 Finance / Procurement
 hlopez@fortlauderdale.gov

Pre-Bid Conference **Apr 13, 2017 12:00:00 PM EDT**
Attendance is optional
Location: City of Fort Lauderdale- City Hall
100 N. Andrews Avenue
8th floor, Conference Room
Fort Lauderdale, FL 33301

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide proposals for Real Estate Brokerage Services for Citywide use, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

All questions must be submitted in writing through the BidSync questions and answers section. BidSync will charge no fee on awards made by the City of Fort Lauderdale.

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

City of Fort Lauderdale
Real Estate Brokerage Services
RFP # 975-11940

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Real Estate Brokerage Services for the City's Manager's Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, meetings at other times will not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Hendry Lopez at (954) 828-5189 or email at hlopez@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to

the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to

procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of Real Estate and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in Real Estate and Brokerage services. Project manager assigned to the work must have experience as a real estate agent and/or broker and have served as project manager on similar projects.

2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City

and performance evaluation for services, in making the award in the best interest of the City.

2.16.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.16.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

2.18.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's

subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

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

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

- 2.24.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

- 2.24.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

- 2.24.3** The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.25 Award of Contract

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property – N/A**2.28 Safety – N/A****2.29 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A**2.33 Contract Period**

The initial contract term shall commence upon date of award by the City or June 17, 2017, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.39 Insurance for Collection of Credit Card Payments – N/A**2.40 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.41 Condition of Trade-In Equipment – N/A**2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.43 Verification of Employment Status – N/A****2.44 Service Organization Controls – N/A****2.45 Warranties of Usage**

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. PURPOSE

The purpose of this Request for Proposal (RFP) is to select a qualified Real Estate Brokerage firm to provide professional services related to real property assets owned by the City of Fort Lauderdale.

The selected firm will be responsible for assisting the City Manager's staff with brokerage services, which may include: (i) providing advice regarding property valuation, (ii) portfolio organization and analysis, (iii) strategic planning for property leasing and disposal, (iv) listing services for sale of City surplus property, (v) overseeing escrow for such sales and (vi) lease management. The deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

The City is looking for a firm with experience in the Fort Lauderdale market area in marketing, leasing and selling properties for owners with large portfolios of properties. The brokers of the firm to be assigned to this contract should have familiarity with laws and practices applicable to public agency real estate matters.

The successful proposer is referred to as the Contractor throughout this RFP.

02. BACKGROUND

The City, with its current broker on contract, manages a real estate portfolio of approximately 40 properties, some of which are used for City operations and services. The City desires to develop a strategic plan that inventories all City-owned vacant surplus and/or controlled property, its current use, and outlines recommendations for the best use of the property. The Contractor shall be responsible for identifying which properties have the most potential to generate revenue, through sale or leasing, proposed marketing strategies and timelines for appropriate action.

Further, the City desires for the Contractor to manage City leases with City as lessor and City license agreements.

03. SCOPE OF SERVICES

Upon award of the contract, the Contractor shall provide a review and assessment of all City-owned vacant and/or underutilized property, its current use, and recommendations for the best use of the property. This review and assessment should not include single-family lots. The City reserves the right to add or subtract parcels from their portfolio:

- A. The Contractor shall evaluate City-owned vacant and/or underutilized land; and as a result provide an assessment of revenue potential and recommendations and planning for expedited/streamlined disposition of that City-owned land.
- B. The Contractor is expected to produce a draft report, including a recommendation section for City review, by no later than one hundred and twenty (120) days after the commencement of the contract. The report should summarize the costs and potential revenue associated with

the sale of each property; state goals as they relate to the City; identify properties which present an opportunity as they are determined to be underutilized or surplus to City needs and present a specific plan of action to meet the City's goals of revenue generation. In accordance with Florida Statute 166.0451, the report shall identify all real property that is appropriate for use as affordable housing. The final report will reflect City comments and be produced within one hundred and eighty (180) days of commencement of the contract. Recommendations made by the Contractor, at any time during the creation of the strategic plan, may be brought to the City and, if approved, be assigned as a project. Such projects should be identified within, and will count toward, the fulfillment of the goals of the strategic plan.

- C. The Contractor will also identify best practices related to public sector real estate portfolio management that would be beneficial to the City in the ongoing management of its real estate assets. Such practices may include digital applications made available to the City to accurately review the inventory of City-owned property.
- D. All real estate transactions are to be processed with approval of the City and in accordance with applicable rules, regulations, ordinances, and City Charter of the City of Fort Lauderdale.
- E. In all matters concerning the above Section A, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the sales transaction proceeds
- F. The Contractor shall include, in response, proposed commission percentage. All sales commission to be paid by the buyer.

1) Through the term of the contract, the Contractor, under the direction and control of the City:

- The Contractor shall provide quarterly updated reports of all identified City-owned surplus and under-utilized sites, including escheated properties; and Contractor shall continue to prioritize opportunities for utilization or disposal, identifying which have the greatest opportunity to maximize revenue to the City in the shortest period of time.
 - The Contractor shall manage all City leases with City as lessor and all City license agreements. The Contractor shall be required to immediately report to the applicable City staff when the party in contract with the City is in violation of respective agreement.
 - The Contractor shall handle marketing of properties for sale or lease including providing updated and accurate listing information on the City's website.
 - All lease matters are to be processed with approval of the City and in accordance with applicable rules, regulations, ordinances, and City Charter of the City of Fort Lauderdale.
 - In all matters concerning this Section, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease costs.
- The Contractor shall include, in response, proposed lease cost percentage.

- The Contractor shall include, in response, their hourly rate of advisory services where a Commission will not be earned.
- The Contractor team should include experts in:
 - a. Commercial and Industrial Development
 - b. Hospitality Industry
 - c. Multi-family and Condominium Industry
 - d. Marina Industry
- The Contractor shall periodically, but no less than two times per year, and at mutually agreed upon dates, present to applicable staff the current state of the City of Fort Lauderdale real estate market. The presentations will serve the purpose of highlighting local real estate trends and forecasts.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person

or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4.1.6 One original and two copies plus five electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

a. Proposal Certification

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

d. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section

e. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

f. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Understands the scope of the project	10%
Percent Sales Commission to Contractor	20%
Percent Lease Cost to Contractor	20%
Hourly rate for advisory services where a Commission will not be earned	15%

References, Past Performance, Staff Experience, Experience of the Firm, Firms Resources and Facilities	25%
Problem identification and the proposed method to accomplish the work required.	10%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. Proposed commission percentage as defined in Section III _____ %
2. Proposed lease cost percentage as defined in Section III _____ %
3. Hourly rate for advisory services where commission is not earned \$ _____
(The estimated number of hours the city expects to utilize these services is 500 hours per year. The hours may vary depending on the need of the city.)

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Submitted by:

Name (printed)

Signature

Date

Title

ARTICLE VIII. - PUBLIC PROPERTY

Sec. 8.01. - Sale of personal property; procedure; public notice.

Personal property belonging to the city shall not be sold, except where competitive bidding conditions have been maintained. Where the value of the personal property exceeds five thousand dollars (\$5,000.00), same may not be sold except after public notice to bidders by publication. The sale shall be made to the highest and best bidder for cash, and no personal property shall be sold on terms. The provisions of this section shall not apply in instances where depreciated personal property is traded in on new equipment, bought by the city, but in such instances the amount allowed for personal property traded in on new equipment purchased must be definitely specified in the bid.

Sec. 8.02. - Sale of public lands and of public property to public bodies.

City of Fort Lauderdale is hereby authorized and empowered to enter into contracts with and to sell, alienate, exchange, give, grant or convey to United States of America or any of its departments or agencies, State of Florida or any of its counties, districts, subdivisions or agencies, or to any public body, any public places or any public property, real or personal, now owned by said City of Fort Lauderdale or hereafter acquired, to be used by such public body or agency for a public purpose, or make improvements upon public property used for a public purpose, under the following conditions, to-wit:

- (a) The city commission shall first adopt a resolution determining and declaring its intention to sell, alienate, give, exchange, grant, or convey certain public property to a designated public body, or make improvement to public property, and such resolution shall particularly describe the public lands, public property, improvements or places intended to be conveyed or improved, the purchase price to be paid, if any, the public purpose for which such land or such property will be used by the grantee, and other details of the sale, and designate a day not less than thirty (30) days after the adoption of such resolution, on which a public hearing will be had before the city commission upon such proposal.
- (b) If any public property intended to be sold, alienated, given away, granted or conveyed to any other public body is encumbered by any bonds or obligation for which such property or the revenue derived therefrom is specially pledged, provision must be made in the proposal and plan to simultaneously discharge and pay the obligations for payment of which such lands or revenues derived therefrom are specially pledged.
- (c) Such resolution shall be published in full in two (2) issues of a newspaper published in said city with the first publication not less than ten (10) days before such public hearing and the second publication one (1) week after the first publication.
- (d) At the time designated for a public hearing, the terms of the proposal and the use of the property shall be explained to the public and opportunity given for citizens and taxpayers to be heard upon such proposal.
- (e) At such meetings, or any designated adjourned meeting, the city commission shall pass another resolution either confirming or repealing the resolution previously adopted, or confirming the previous resolution with amendments or additions. If the previous resolution is confirmed in its original form, or with amendments or additions, such confirming resolution shall direct the proper city officials to execute and deliver deed of conveyance under the terms and conditions set out in the resolution as confirmed.
- (f) The provisions of this section to the contrary notwithstanding, the city may sell (for fair market value) or trade (for like value) surplus stock of supplies or equipment belonging to the city to another governmental entity by any procedure as may be established under the "Purchasing Ordinance of the City of Fort Lauderdale" [Code ch. 2, art. V, div. 2].

Sec. 8.03. - Acquiring right-of-way for purpose of conveying same to a public body.

City of Fort Lauderdale is hereby authorized and empowered to give, grant and convey to the State of Florida and its political subdivisions or agencies, or the County of Broward, for right-of-way purposes, any lands owned by the city or lands acquired by the city for the purpose of conveying same to a public body, and to enter into contracts with such public body providing for the acquisition or conveyance of any of such lands or public property by the city; and to expend public moneys of the city and exchange public property of the city with private persons in acquiring or conveying needed right-of-way, removing utility installation, furnishing easements and making improvements upon public property, under such terms and conditions as the city commission by resolution may prescribe. The power herein granted is in addition to the authority elsewhere granted herein and the exercise of same is not limited or restricted by the procedure provided in section 8.02 above. The provisions of this section shall apply only to conveyances and expenditures for public road purposes within the corporate limits.

Sec. 8.04. - Sale of real property to private persons, firms or corporations.

City of Fort Lauderdale is hereby authorized and empowered to sell any public lands and improvements thereon, title to which is vested in City of Fort Lauderdale, to any private person, firm or corporation (other than a public body) under the following conditions, to-wit:

- (a) *Resolution declaring property not needed for public use.* The city commission shall adopt a resolution at a regular meeting of the city commission particularly describing the land by metes and bounds, reference to a recorded plat or government survey, its location by street number, if any there be, a description of all improvements located upon the land, and shall declare how said land has been used since same has belonged to the city, why it is desirable to sell same, and that the city does declare and determine that it is for the best interests of the city that such lands and facilities be sold. The resolution declaring that such lands be sold shall state whether the sale shall be made for cash or terms. Where the value of the land is determined by the city commission to be less than ten thousand dollars (\$10,000.00), the sale shall be for cash. Where the value of the land is determined by the city commission to exceed ten thousand dollars (\$10,000.00), the city commission may sell same for twenty-five (25) percent cash and the balance upon terms, with installments due yearly, not exceeding ten (10) years, with interest to be determined by the city commission. The city shall sell, without competitive bidding, to the party making the best offer, but the city may reject any and all offers at any time. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer. In no event shall the sale be for less than seventy-five (75) percent of the appraised value of the property as determined by the city commission.
- (b) *Notice; offers.* Within seven (7) days after the adoption of the resolution, it shall be published by the city in one (1) issue of the official newspaper. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer.
- (c) *Protests.* During the period intervening between the adoption of the resolution and the date of sale, taxpayers and registered electors of the city may protest or object to the sale, or propose other public uses for the said property, and the city commission may rescind its former action and repeal the resolution declaring the property should be sold, if it deems same expedient and proper.
- (d) *Authority to sell; cemetery lots excepted.* Subject to the foregoing provisions, City of Fort Lauderdale is hereby empowered to sell and dispose of any lands, improvements, public buildings, recreational parks and other lands now owned or hereafter acquired by said city, and in the deed of conveyance may place such conditions, limitations and restrictions on the use of such property by the purchasers as to the city commission shall seem proper. The above restrictions as to sale of public property shall not apply to sale of municipal cemetery lots, which are subject to rules and regulations governing same.
- (e) *Resolution accepting offer and authorizing conveyance.* At any regular meeting after publication of the resolution as heretofore provided in paragraph (b), the city commission may adopt a resolution accepting the best offer and authorizing the execution of a deed of conveyance; provided that if such property is encumbered by any bonds or obligations for which such

property or the revenue derived therefrom is specially pledged, the purchase price must be sufficient to pay and discharge such bonds or obligations according to the terms thereof.

- (f) Notwithstanding the provisions of this section or other provisions of this article, City of Fort Lauderdale shall have the right to exchange, deed or convey portions of publicly owned lands, or grant concessions, leases or rights therein to private persons, in consummating a transaction whereby City of Fort Lauderdale acquires property needed in connection with a public improvement or a public use.
- (g) The City of Fort Lauderdale is hereby authorized to pay a real estate commission to any registered real estate broker, licensed to do business in the State of Florida, who negotiates and procures a purchaser or tenant for any real estate sold or leased by the City of Fort Lauderdale. Such real estate commission shall only be paid, however, on the consummation of such sale or lease, and the commission paid shall in each instance be determined by the city commission based upon what it believes to be a fair and equitable commission for the service to be rendered.

Sec. 8.05. - Leases for not more than one year.

- (a) The City of Fort Lauderdale is hereby empowered to lease or grant concessions for a period not exceeding one (1) year in any public property, upon a majority vote of the city commission, or by or through any board, commission, officer, manager or city manager designated by ordinance to do so. Included in properties which may be leased are airports and airport property, public recreational facilities, golf courses, tennis courts, recreational halls, stadiums, football fields, baseball fields, playgrounds, public beaches, swimming pools, fishing piers, yacht basins, docks and wharves; and the list enumerated is not exclusive but merely indicative of the class of public property deemed to be operated in a proprietary capacity. The provisions of this section shall also be applicable to leases to civic or charitable organizations, public nonprofit corporations, and like organizations, not exceeding one (1) year.
- (b) Any and all leases of one (1) year or less previously entered into by the City of Fort Lauderdale with any civic or charitable organizations, public nonprofit corporations, or like organizations are hereby ratified and confirmed.

Sec. 8.06. - Leases at Bahia-Mar.

Leases for the city property known as Bahia-Mar may be negotiated by the city commission without the necessity of public bid; provided, however, that no such lease shall be for an initial term longer than fifty (50) years. Extensions of or amendments to such leases may likewise be negotiated without necessity of public bid; provided, however, that no such extension or amendment shall be for an additional term longer than fifty (50) years beyond the original termination date of the lease which is to be extended or amended. The provisions of this section are notwithstanding the limitations provided in sections 8.05 and 8.09.

Sec. 8.07. - Leases with governmental entities or agencies for governmental purposes.

The City of Fort Lauderdale is hereby empowered to lease to other governmental entities or agencies for governmental purposes, for periods of not more than fifty (50) years, any property of the city, without the necessity for submitting the same to competitive bidding, upon such terms and conditions as the city commission shall by resolution determine. Any and all such leases previously entered into by the City of Fort Lauderdale are hereby ratified and confirmed.

Sec. 8.08. - Leases of parking spaces in parking facilities owned or operated by the city.

Notwithstanding anything herein to the contrary, the city is hereby empowered to lease or concession, by negotiation and without competitive bidding, to private persons firms or corporations for nonpublic purposes, parking spaces in parking facilities owned or operated by the city, for a period of not more than fifty (50) years.

Sec. 8.09. - Leases for more than one year and not more than fifty years.

City is hereby empowered to lease or concession to private persons, firms or corporations, for nonpublic purposes, any lands, improvements, public buildings, recreational parks or facilities, golf courses, public beaches, public utility plants, or any public works or public property of any kind including air space over public property owned or operated by the City of Fort Lauderdale, and not needed for governmental purposes, whether used in a governmental or in a proprietary capacity, for a period of not more than fifty (50) years, plus such length of time, not to exceed five (5) years, determined by the city commission to be reasonably necessary to complete construction of the improvements proposed for the demised premises by such persons, firms or corporations. Each lease shall be authorized only after public hearing, under authority of a resolution duly adopted at a meeting duly held at a designated adjourned meeting, under the following conditions, to wit:

- (a) One (1) of the conditions for leasing such public property may be obligations of the lessee to construct thereon buildings or improvements to be used in connection with an existing facility, or to construct improvements on said property, if same is vacant, and in a manner not detrimental or harmful to the operation of the proposed facility. In no event shall the fee title of the city be subordinated except upon terms and conditions as approved by the city commission.
- (b) The city commission shall adopt a resolution at a regular meeting of the city commission specifying the facility to be leased, described by metes and bounds, or by reference to a recorded plat, if any, and giving its location by street number, if any, and a description of all improvements located upon the land, and shall declare how said land and improvements have been used since same have belonged to the city and the reasons for offering such land and improvements for lease.
- (c) At any time, not less than thirty (30) days nor more than sixty (60) days, after the adoption of such resolution the land and improvements shall be offered upon competitive conditions for lease as desired and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for receiving such bids for lease, with the first publication not less than ten (10) days before said date of receiving bids and the second publication one (1) week after the first, on which date sealed bids shall be received by the city commission for the lease of said publicly owned lands and facilities. The sealed bids must be accompanied by cash, cashier's check or certified check payable to the city in an amount equal to at least ten (10) percent of the first year's rental. The city commission, in offering such public property or public owned facility for lease, shall set out in said resolution and notice such terms and conditions as deemed pertinent under which said facility will be leased and the number of years for which said facility shall be leased. The city commission shall consider any and all proposals and accept the proposal which, in its judgment, shall be the most advantageous lease for the city; but the city commission may reject any and all bids. Upon the city commission approving any proposal submitted as provided herein, said proposal shall be accepted by resolution duly adopted, authorizing preparation of the lease, provided a valid referendum petition has not been filed. If before the day advertised for receiving bids for lease of such property, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the registered voters, demanding a referendum election upon the question of leasing such property, no lease shall be executed by the officials of the city until after approved by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.
- (d) The resolution accepting the bid shall require the preparation of a form of lease for execution, embodying the terms and conditions of the bid and other legal requirements, for submission to the commission at its next regular meeting or at a designated meeting. At least three (3) days before the meeting date, the lease shall be posted on a public bulletin board by the city clerk and each commissioner shall be given a copy of the lease with a covering summary letter, providing, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) of the commissioners. The city attorney or city manager shall be required to give a summary of the lease to the public at such meeting which shall be open to the public. Citizens and taxpayers shall have an opportunity to object to the terms and conditions of

such lease. If the commission is satisfied with the terms and conditions of such lease, it shall pass a resolution authorizing execution of such lease by the proper officials of the city, upon compliance upon the part of the lessee. Amendment to such lease may be made from time to time by mutual consent, observing the same formality as in the original lease.

Sec. 8.10. - Fort Lauderdale Executive Airport (Prospect Field).

Notwithstanding any provision herein to the contrary, relative to the requirements of leasing city owned property, the city commission acting through the city manager shall have the power to negotiate any and all leases of land within the city owned airport known as Fort Lauderdale Executive Airport (Prospect Field); provided, however, that the following conditions are fulfilled: (a) No lease shall be for a term longer than ninety-nine (99) years; (b) the lessee pursuant to the requirements of the lease shall be required to construct suitable improvements on the leased premises that will be of such a nature that they will aid in the development of said Fort Lauderdale Executive Airport (Prospect Field), or that portion of it available for such development, as an industrial center; (c) a general plan for the development of such site for an industrial center shall first have been adopted by resolution of the city commission, although this requirement shall not prevent subsequent amendments of such plan; and (d) the city manager certifies to the city commission and the city commission by resolution declares that the leasing of the property is in the best interests of the city and the development of the said industrial center and is the most advantageous lease that the city can make at the time of the area involved. No advertising or solicitation for public bid shall be required in connection with such leases; provided, however, that at least once every three (3) years, and within two (2) months before or two (2) months after, the start of the applicable third fiscal year, there shall be a public hearing held after a resolution calling for same and the advertising of said public hearing in the manner prescribed by section 10.03 of the charter, at which public hearing, or some adjournment thereof, the city commission shall publicly determine and publish in the minutes of said meeting, the following:

- (a) The minimum rent or rent per acre or per parcel of property that may be accepted in the aforesaid negotiations, which minimum may include the payment of a brokerage commission.
- (b) The amount of brokerage that may be paid and the procedures and standards that will govern the payment of brokerage commission, which payment is hereby authorized.

No lease shall be effective unless the aforesaid public hearing and the action above required shall have taken place prior to the adoption by the city commission of a resolution accepting the terms of any such negotiated lease.

Nothing herein shall prohibit the holding of such public hearings, more frequently than the time above prescribed. Any such other public hearing shall be held pursuant to the above requirements, except as to the time of holding same; and the same action, as above set forth, shall be required as a result of any such hearing.

(Ord. No. C-85-40, § 3, 5-7-85)

Sec. 8.11. - Sale of real property at Fort Lauderdale Executive Airport (Prospect Field).

Notwithstanding any provision herein to the contrary relative to the requirements of selling city owned property, the city commission shall have the power to negotiate by conclude sales of land within the city owned airport known as Fort Lauderdale Executive Airport (Prospect Field), without the necessity of putting the same out to competitive bidding, upon such terms and conditions as the city commission shall by resolution determine.

Sec. 8.12. - Leases of Shops in Central Business District Parking Garage.

Notwithstanding any provision in this charter to the contrary, leases of the city property known as Shops in Central Business District Parking Garage may be negotiated by the city commission acting

through the city manager without the necessity of public bid; provided, however, that no such lease, or any extension of or amendment to same, shall be for a term longer than twenty (20) years.

Sec. 8.13. - Leases to civic and charitable organizations.

City of Fort Lauderdale is hereby authorized to lease to civic organizations, charitable organizations, public nonprofit corporations and like organizations, any public lands, improvements, buildings, recreational parks and areas or other public places, now owned or hereafter acquired by the city, for a period exceeding one (1) year but not exceeding fifty (50) years, to be used by such lessee for purposes consistent with the public good, where such use will not conflict with use by the public of other portions of public land adjacent thereto, under the following conditions:

- (a) The city commission shall first adopt a resolution declaring its intention to lease to a named civic or charitable organization, nonprofit corporation or like organization, a definitely described property or portion thereof, which resolution shall state the reasons why the city commission believes such lease should be made, the purpose for which such public property will be used by the lessee, the compensation, if any, to be paid for the lease, and other information calculated to advise taxpayers and electors of the nature of the lease. Such resolution shall designate a day, not less than thirty (30) days after the adoption of such resolution, when a public hearing will be had before the commission upon such proposal.
- (b) If the property intended to be leased is encumbered by any bonds or obligations for which such property or revenue derived therefrom are specifically pledged, provisions must be made in the proposal to discharge or satisfactorily comply with the requirements of the pledge.
- (c) At any time, not less than thirty (30) days nor more than sixty (60) days, after the adoption of such resolution, a public hearing shall be had before the city commission upon such proposal to lease, and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for considering such proposal, with the first publication not less than ten (10) days before said date of hearing. The city commission in offering said publicly owned facility or public lands for lease shall state in said resolution and notice such terms and conditions as deemed pertinent under which said facility will be leased and the number of years for which said facility shall be leased.

If before the day, fixed for such public hearing, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the registered voters, demanding a referendum election upon the question of leasing such property, no lease shall be executed by the officials of the city until after approval by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.

At least three (3) days before said public hearing date, a copy of the proposed lease shall be posted on a public bulletin board by the city clerk and each commissioner shall be given a copy of such proposed lease together with a covering summary letter; providing, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) commissioners. Citizens and taxpayers shall have the opportunity at such public hearing to object to the execution, form or conditions of such proposed lease. If the commission is satisfied with the terms and conditions of the proposed lease, and if no persuasive objections are voiced at such public hearing, the commission shall pass a resolution authorizing the execution of such lease by the proper officials of the city subject to the approval by the city attorney prior to its execution by the proper city officials.

Sec. 8.14. - Form and execution of leases.

All leases shall be for a definite period of time, shall be in writing, executed in duplicate, with one (1) copy retained by the City of Fort Lauderdale. The form of lease shall be approved by the city attorney. Such leases shall be signed by the officers of the city designated by charter to sign same, except that leases or concession rights for a period of not exceeding one (1) year may be signed in the name of the city by the city manager, manager of the concession, or other officer designated to do so.

Sec. 8.15. - Granting franchises.

The city commission may by ordinance, after public notice and public hearing, grant a franchise to any individual, company, firm or corporation to exercise public functions in the city and to construct and operate any and all public utilities in the city and in, under, or over the streets and public places in the city and to use such public property in connection therewith; but no such grant or franchise or renewal thereof shall be for a longer period than thirty (30) years. No such grant or franchise shall be exclusive. All franchises or grants or rights to make extension of any public utility shall be subject to such terms and conditions as the city commission shall impose. Such franchise or grant shall be evidenced by an agreement in writing, executed in duplicate, with a copy recorded in the public records of the county, or by ordinance duly enacted by the city commission and a certified copy recorded in the public records of the county. All such individuals or corporations performing functions under such franchise shall be liable for damages occasioned by acts, negligence or injuries to the rights of others, and the city shall not be liable therefor. Franchises may be amended by mutual consent with the same formality.

Sec. 8.16. - Rates to be charged.

Where the rates to be charged by any utility company are regulated by the public service commission, or successor, the city commission shall have no power to fix such rates, but when not so regulated, the grant, agreement or franchise shall provide that the rates to be charged at all times shall be under the supervision, direction and control of the city commission, and no rate shall be in effect unless same is approved by the city commission; provided the rate allowed shall be sufficient to insure a reasonable return on the investment.

Sec. 8.17. - Conditions of grant or franchise.

The city commission shall in the written franchise agreement or in the ordinance granting or renewing any franchises to construct and operate a public utility or to use public property, prescribe the amount of money, fees, percentage of gross income and consideration which shall be paid for such franchise, the kind and quality of use, service or product to be furnished, the manner in which public streets and public places shall be used and occupied, and other terms and conditions conducive to the public interest. All such grants and renewals thereof shall reserve to the city the right to terminate the same upon purchase by the city of the property and property rights of the utility and the extensions thereof within and without the city, used in or useful in or connected with such utility and including all contracts for service or motive power fairly and reasonably made in good faith by the utility, at a price either fixed in the ordinance or agreement or to be fixed in the manner provided in the ordinance making the grant or renewal of the grant. Nothing in such ordinance shall prevent the city from acquiring said property of any such utility by condemnation proceedings, or in any other lawful manner; and all such methods of acquisition shall be alternative to the power to purchase reserved in the grant or renewal thereof as herein provided. Upon the acquisition by the city of the property of any utility by purchase, condemnation, or otherwise, all franchises, grants or renewals shall at once terminate.

Sec. 8.18. - Assignments of grants.

No such grant or franchise, or renewals thereof, shall be leased, assigned, or otherwise alienated, except with the consent of the city commission expressed by ordinance, and evidenced by a written assignment and consent to same, recorded in the public records of Broward County, Florida.

Sec. 8.19. - Right of regulation.

All grants shall be subject to the right of the City of Fort Lauderdale, whether in terms reserved or not, to control at all times the distribution of any space in, over, across or under all streets, alleys, public grounds or other public places, occupied by public utility fixtures, and when, in the opinion of the city commission, the public interest so requires to cause such fixtures to be reconstructed, relocated, altered or discontinued at the expense of the holder of the franchise; and said city shall at all times have the power to pass all regulatory ordinances affecting such utilities which, in the opinion of the city commission, are required in the interest of the public health, safety, welfare or accommodation.

Sec. 8.20. - General provisions.

Nothing in this charter contained shall operate in any way, except as herein specially stated, to limit the city commission in the exercise of any of its lawful powers, respecting public utilities, or to prohibit the city commission from imposing in any such grant such further restrictions and provisions as it may deem to be in the public interest, provided only that the same are not inconsistent with the provisions of this charter or the Constitution of the State of Florida.

Sec. 8.21. - Disposing of public property.

The right of the city to sell, exchange, lease, franchise or deed public property, under the methods and procedures provided in this article, shall not be limited, restricted or abridged on account of the method, source or means by which such property was acquired, the source from which funds were obtained to acquire such property, the use to which this property has been devoted or is presently devoted, or whether such property is used and operated in a governmental or proprietary capacity.

Notwithstanding anything to the contrary in this Charter, the city shall not sell, transfer, or lease for more than one (1) year, any land zoned park in accordance with the City's Unified Land Development Regulations without a unanimous vote of the entire city commission. Additionally, any land zoned park on November 10, 2004, shall require a unanimous vote of the entire city commission to remove such designation.

([Ord. No. C-04-36, § 1, 9-13-04](#))

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, 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 this 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 this 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 this 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.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee 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 City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

-

N/A

N/A

N/A

N/A

N/A

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

SIGNATURE _____

5

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

NAME

SIGNATURE

DATE

3

6

4

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☒ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

5

6

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read 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 bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Ken Krasnow

Name (printed)

Signature

Date:

Title

Executive Managing Director & Market Leader

Question and Answers for Bid #975-11940 - Real Estate Brokerage Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Apr 24, 2017 5:00:00 PM EDT

Colliers
INTERNATIONAL

Real Estate Brokerage Services

OPEN DATE: APRIL 7, 2017 | DUE DATE: MAY 1, 2017

RESPONSE TO RFP # 975-11940



CITY OF FORT LAUDERDALE

PREPARED BY:
Kenneth Krasnow
Executive Managing
Director & Market
Leader | South Florida

TABLE OF CONTENTS

4.2.2	Executive Summary	1
4.2.3	Experience & Qualifications	4
4.2.4	Approach to Scope of Work	11
4.2.5	References	19
4.2.6	Minority / Women (M/WBE) Participation	21
4.2.7	Subcontractors	22
4.2.8	Required Forms	23
	a. Proposal Certification	24
	b. Cost Proposal	26
	c. Non-Collusion Statement	27
	d. Local Business Preference (LBP)	28
	e. Contract Payment Method	32
	f. Sample Insurance Certificate	33
	g. Certificate of Authority to Bind Colliers	34

APPENDIX

- A. Team Resumes
- B. Firm License
- C. Government Services Group Brochure
- D. Affordable Housing Group Brochure

4.2.2 EXECUTIVE SUMMARY

On behalf of Colliers International South Florida, LLC (Colliers), we appreciate the opportunity present our qualifications for consideration by the City of Fort Lauderdale (the City) for the scope of work in Bid 975-11940, Real Estate Brokerage Services.

One way to describe our services simply is: We analyze and optimize. In short, we look forward to the opportunity to partner with the City to first fully understand the goals and operational drivers and then deliver customized real estate advisory and services in the shared pursuit of these goals. In our response, we have endeavored to illustrate the dedicated team and process-driven disciplines that will guide our understanding, accountability and results every step of the way.

Our value proposition and key elements for the City can be summarized as follows:

> *Strong Colliers South Florida Footprint*

- With five South Florida offices (Palm Beach, Boca Raton, Fort Lauderdale, Plantation and Miami), Colliers International South Florida, LLC plans to draw upon the shared resources from all offices but service this mandate directly out of our Fort Lauderdale headquarters, located at 200 East Broward Boulevard – *see table below*.
- Colliers International South Florida, LLC is registered as a legal entity in the State of Florida. Key licensing information may be found in Required Forms.
- Additional details on our office background and firm overview can be found starting on page 4.

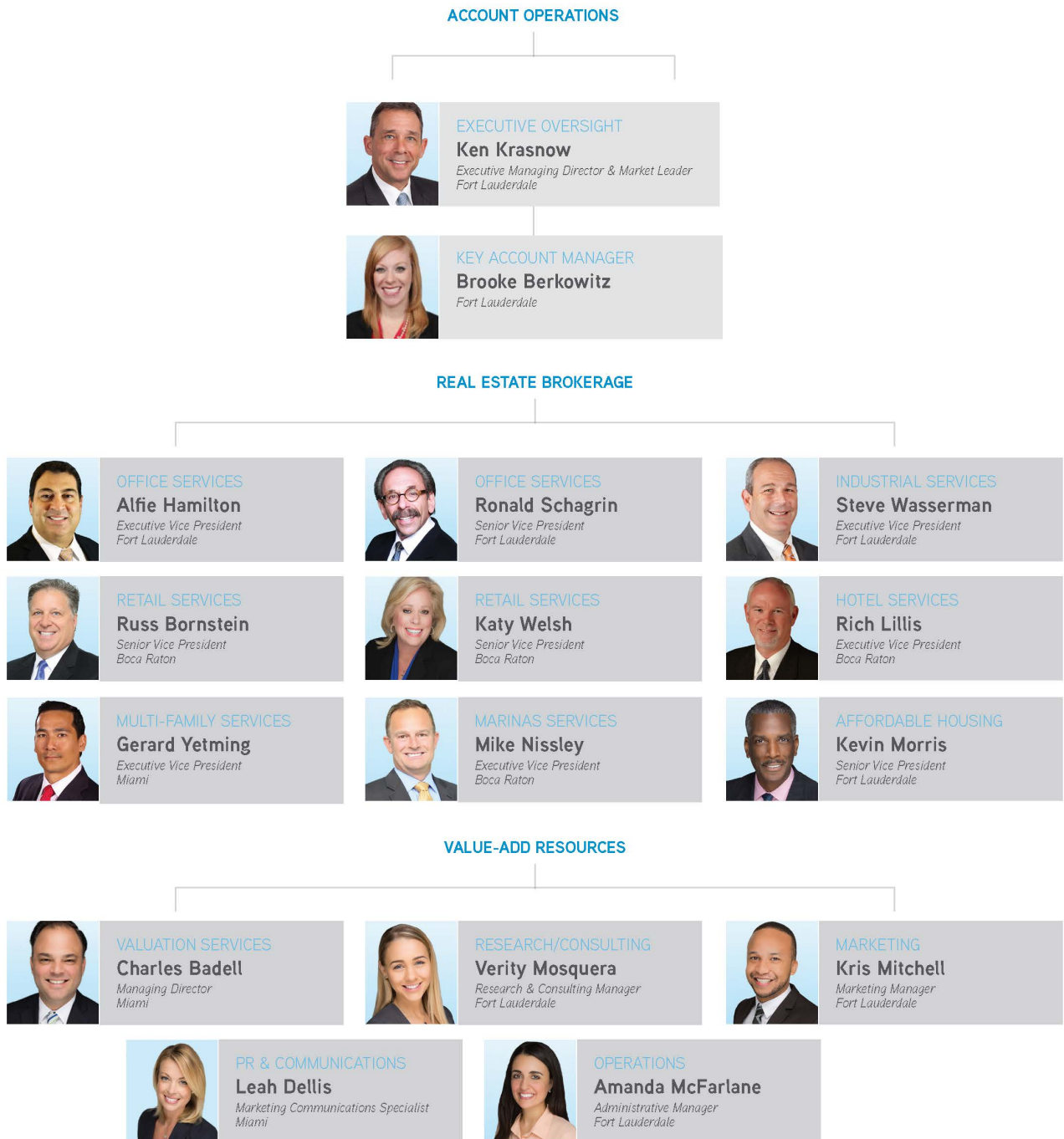
Colliers International South Florida, LLC	
Address:	200 East Broward Boulevard Suite 120 Fort Lauderdale, FL 33301
Contact:	Kenneth M. Krasnow, Executive Managing Director & Market Leader
Telephone:	+1 954 652 4600 Fax: +1 954 652 4637
E-mail:	ken.krasnow@colliers.com
Website:	www.colliers.com or www.colliers.com/southflorida

> *Integrated Services Project Team with a Single Point of Contact*

- Each Colliers team member brings unique specialization and experience to form an integrated solution that adds up to something more than the sum of its parts. The single point of contact or Key Account Partner will be supported by a team of senior brokerage professionals and



value-added services lines to provide holistic property solutions for the City's diverse portfolio. All are an integral part of the City project team and will ensure the project's execution is aligned with the City's strategic and operational goals.





- > *Specialized Experience in the Government Real Estate Sector*
 - Colliers understands that government and public sector procedures for acquiring, managing and disposing of real property can be subject to layers of regulations, policy, legislation and special orders. Our Government Solutions Group has proven expertise in charting a clear path of successful execution for clients and will leverage our shared services and diverse global platform to deliver value for the City as well.

- > *Specialized Experience in Affordable Housing*
 - Colliers' Affordable Housing Group is regarded as one of the industry's leading HUD, LIHTC, and Affordable multifamily investment groups in this highly specialized asset class and will apply this expertise to our work with the City. Our team has extensive hands-on experience in the sale of LIHTC and multifamily properties with Project Based Section 8, HUD Insured debt, state agency financed and value-add subsidies.

- > *Personalized, Local Expertise with the Backing of a Global Service Powerhouse*
 - Our core project team has roots in the Fort Lauderdale community, with deep relationships and deal-making expertise in the same region which we call home. Backed by the the large-scale resources, integrated platform, relevant multi-market experience and footprint of a global leader, our local project team has a firm understanding of evolving trends in South Florida real estate and the relationships essential to provide optimal results for the City.

- > *Competitive and Transparent Fee Structures*
 - The opportunity to partner with the City of Fort Lauderdale is a top priority to Colliers. Our competitive pricing structure reflects this but still allows us to provide senior-level talent and outstanding services and resources to exceed the City's expectations.
 - Full details on proposed fee structure may be found on our Cost Proposal on page 26.

- > *Agility and Implementation Timeline*
 - Our Colliers team is available to mobilize immediately. For many clients, we begin due diligence immediately upon verbal award of contract and – recognizing the importance of excellent communications and reporting - make earnest efforts to introduce the project team and key client stakeholders prior to kick-off.
 - Our proposed timeline begins on Page 11, Approach to Scope of Work.



4.2.3 EXPERIENCE AND QUALIFICATIONS

FIRM OVERVIEW

- ***Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information.***

Colliers International Group Inc. (NASDAQ: CIGI; TSX: CIG) is a global leader in real estate services, committed to accelerating the success of the City of Fort Lauderdale through the strength and depth of our local specialists, a culture of service excellence and a shared sense of initiative. We are the third-largest global real estate firm based on total annual revenue of \$2.6 billion.

2016 Statistics: Global

- > **396** offices
- > **68** countries
- > **15,000** professionals and staff
- > **2** billion square feet under management
- > **72,000** lease/sale transactions
- > **\$105** billion in total transaction value

2016 Statistics: South Florida

- > **5** offices
- > **3** counties
- > **130** professionals and staff
- > **5.5** million square feet under management
- > **331** lease/sale transactions
- > **\$772** million in total transaction value

On the local level, Colliers International South Florida proudly employs 130 professionals that live in the very same South Florida communities where we provide our services. This is currently comprised of 46 brokerage professionals, 19 support professionals (marketing, research, consulting, IT), four valuation professionals and a team of 59 Real Estate Management (REMs) or Property Management professionals. There are leadership roles in each of the five South Florida offices, with two designated management roles.

Please refer to Appendix B for information on our firm license.

- ***Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated.***

As a global entity, our firm has been in operation more than 118 years. We proudly trace our roots back to a local firm founded in 1898, when Macaulay Nicolls, a real estate insurance agency was registered in Vancouver, BC. Macaulay Nicolls soon added a partner and became Macaulay Nicolls Maitland. In the early 1980s, it joined forces with Colliers International, an Australian firm founded in 1976. Colliers was established in the U.S. in 1978. Today, we hold on to those local roots and have steadily grown our business through customized client solutions, global and regional accountability for our clients, and innovation.

On the local level, Colliers International South Florida, LLC was formed in 2015, bringing together some of the region's most experienced and savvy commercial real estate professionals to service the changing needs of the South Florida property landscape.

- **Indicate business structure, i.e.: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc.**

Colliers International South Florida, LLC is registered as a legal entity in the State of Florida.

Colliers International South Florida, LLC	
Address:	200 East Broward Boulevard Suite 120 Fort Lauderdale, FL 33301
Contact:	Kenneth M. Krasnow, Executive Managing Director & Market Leader
Telephone:	+1 954 652 4600 Fax: +1 954 652 4637
E-mail:	ken.krasnow@colliers.com
Website:	www.colliers.com or www.colliers.com/southflorida

Please refer to Appendix B for information on our firm license.

- **Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation.**

As one of the world's largest real estate service providers, Colliers is in a unique position to have a dramatic, positive impact on the environment while generating significant competitive advantage for our clients. Some of our initiatives include:

- > **Professional Knowledge Development:** To help our professionals generate sustained economic and ecological value for our clients and investors, we actively support them in their knowledge development. Colliers University offers more than 15 classes focused on sustainability and green building and has coached many of our professionals on achieving LEED® Accredited Professional and LEED® Green Associate status.
- > **Client Support & Implementation:** We offer our owner and landlord clients assistance with the greening of their properties, including assistance with LEED® Certification, property management and marketing the benefits of sustainability to potential investors and occupiers. We help tenants select spaces that are aligned with their environmental, social and economic goals, including cost savings, efficiency, employee wellness and productivity.



- Local Fort Lauderdale Property Management initiatives include:
 - > Janitorial program using more than 50% environmentally-friendly cleaning products
 - > Energy modeling and analytics platform to forecast and adjust energy spending
 - Exterior lighting operated by photocells
 - > Interior lighting on occupancy sensors and using energy-efficient bulbs
 - Water efficiency in restrooms controlled by hands-free, battery-powered faucets and Dual Flush Water Saving Flush-o-meters
 - > Car charging stations for sustainable transportation
 - > Comprehensive recycling programs to manage everything from paper to lightbulbs
- > **Leadership in Sustainability:** Colliers is also the first and only commercial real estate services provider to be a founding partner of the World Green Building Council and the Regenerative Network. Additionally, we support national councils such as the US Green Building Council, in markets across the globe. Colliers has also been instrumental in forming new national Green Building Councils around the world, and serves as ambassador and advisor for these organizations.

PROJECT TEAM

- ***Proposer or principals must demonstrate relevant experience in Real Estate & Brokerage services.***

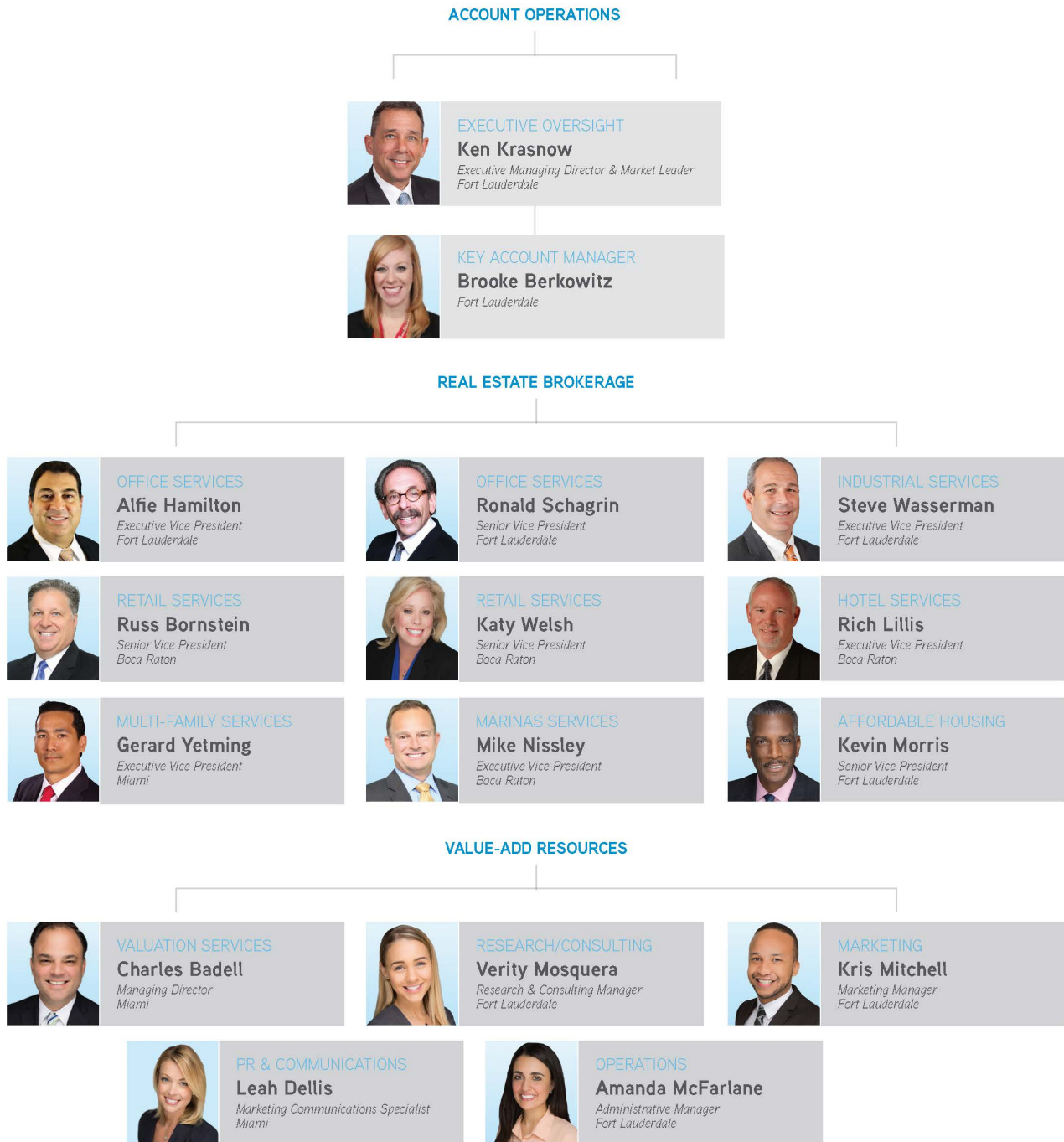
Our firm has assembled a senior-level, multi-disciplined team that will provide the strategic guidance and services necessary to support the real estate and operational goals of City of Fort Lauderdale. Comprised of Brokerage professionals across various property types – **Office, Industrial, Retail, Hospitality, Multi-family, Marina and Affordable Housing** – the core transaction team will also have the added depth of experienced individuals in **Valuation, Research/Consulting, Marketing, Public Relations and Operations**. Full team member resumes may be found in Appendix A.

Acting as the City's primary point of contact will be **Key Account Manager** Brooke Berkowitz*, who has proven experience leading strategic accounts within the public sector, including work directly with the City of Fort Lauderdale. As a fully-dedicated resource to the City, the Key Account Manager works closely with the full Colliers team to custom-tailor a set of integrated services selected from the firm's range of business lines. This approach allows Colliers to streamline communications and for the City to benefit from the most responsive, customized and nimble real estate solutions.

Colliers Market Leader Ken Krasnow brings more than 30 years of acclaimed expertise in the commercial real estate industry and will be providing **Executive Oversight** to the account, including resource allocation, to ensure the City receives the highest quality real estate services.

* **TRADE SECRET:** *We are in discussion with Brooke Berkowitz to hire as part of the Colliers team. We ask that this be removed from any public records.*

Our team proposes the following account structure:



Please see **Appendix A: Team Resumes** for the full qualifications of each team member.



EXPERIENCE

- *Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.*

The following **confidential** client examples represent some of the diverse clients and assignments Colliers is adapt at servicing.

SUCCESS STORY: City of Boston

Colliers teams up with architecture firm Sasaki Associates to provide Real Estate Consulting Services to the City of Boston's Public Facilities Department.

CITY of BOSTON

CHALLENGE

The City of Boston's Public Facilities Department needed to relocate a 30,000 square foot community center within their portfolio but was unsure of which location would be best-suited for both the center and the City. The single relocation study prompted the City to enlist Colliers to evaluate the remaining portion of the portfolio with the goal of rejiggering the portfolio to harvest value out of excess space, including vacant lots and empty space.

STRATEGY

While Sasaki was engaged to provide design services, building programming recommendations for the new community center, Colliers was tasked with providing real estate context in support of its engagement. The Colliers team conducted a thorough study for the City of Boston, to address their future real estate situation and identify and analyze a range of high-level scenarios for consideration.

SERVICES/RESULTS

As part of the ongoing study, Colliers will provide a detailed Alternative Location(s) Analysis, which includes findings on the availability and cost of alternative sites. The evaluation will include estimating the rough cost of each option for comparison purposes. Colliers will summarize its findings, including any other of observations that may be pertinent and will offer its recommendation to the City.

SUCCESS STORY: National Grid

Colliers assists major energy provider with portfolio optimization to reduce footprint and increase efficiency.

nationalgrid

CHALLENGE

Our client, after a major acquisition which closed in August 2007, is now the 2nd largest utility in the United States, by customer numbers.

As a result of the acquisition, our client selected us to evaluate their current footprint of operation centers to determine how to best consolidate into larger regional hub locations.

STRATEGY

Our client's macro-objectives were as follows:

- > Reduction in space utilization, combined with cultural improvements through workspace design and standards
- > Improve quality of existing facilities
- > Enhance visibility and "presence" in critical locations
- > Ensure facilities meet or exceed environmental standards

SERVICES

We implemented a 5-step optimization strategy that included:

- > Greenfield location study to optimize minimum number of sites required to meet client's response time goals
- > Evaluation of current facility conditions, including location, operational and physical characteristics
- > Development of prototype building design and space standards
- > Financial review and prioritization of potential solutions based on client's macro objectives
- > Implementation of new design standards and begin transaction process for NPV positive locations

RESULTS

- > By utilizing a Greenfield approach, our client was able to identify potential savings of 29% in the number of required locations
- > Development of site prototypes resulted in the creation of company-wide design standards
- > Initially identified four projects that could result in NPV savings of almost \$20 million
- > As project is implemented, additional savings will be identified through reduction in required square footage and decrease in building cost/SF.

SUCCESS STORY: Houston Methodist Hospital

Colliers successfully completes strategic portfolio evaluation and subsequent transaction execution for regional hospital group with 126 locations and the need for real estate realignment with business planning.



CHALLENGE

Since 2001, Colliers International has provided a wide variety of healthcare real estate and advisory services to Houston Methodist Hospital.

One of the nation's leading health systems and academic medical centers, Houston Methodist consists of 126 locations including seven hospitals: Houston Methodist Hospital, its flagship academic hospital in the Texas Medical Center, and six community hospitals throughout the Greater Houston Metropolitan area. The system also includes freestanding emergency care centers and outpatient facilities as well as an extensive network of primary care doctors and specialists.



CITY OF FORT LAUDERDALE



SERVICES

Site Selection, Tenant Representation, Land Acquisition, Surplus Property Disposition, Property Management, Lease Administration, Consulting.

RESULTS

The Colliers team worked closely with the hospital to develop an occupancy plan that would dispose of excess space and creatively acquire space in operational areas of growth for the hospital. This plan included:

- > Acquisition of 58.89 acres at Interstate 45 and State Highway 242 in The Woodlands, Texas for development of its Woodlands/North Houston Hospital Campus.
- > Acquisition of 86 acres at Interstate 10 and Barker Cypress Road in Houston, Texas, for development of its West Houston Hospital Campus.
- > Site selection and acquisition of six parcels for development of free-standing Emergency Department facilities throughout the Greater Houston area.
- > Tenant representation and lease advisory services for 13 locations for clinical and administrative operations totaling more than 104,000 square feet.
- > Disposition of the 288,000-square-foot San Jacinto Methodist Hospital Decker Campus.
- > Lease administration for more than 100 locations located throughout the Greater Houston market area.



4.2.4 APPROACH TO SCOPE OF WORK

1) Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.

Colliers International understands that the City seeks a qualified Real Estate Brokerage firm to provide professional services related to its portfolio of real property assets owned by the City of Fort Lauderdale. To meet the City's project objectives, Colliers International proposes to develop and execute a Strategic Plan that maximizes revenue generation to the City while striving to reduce operating costs through the following brokerage services:

- (i) A Strategic Plan with Recommendations on Leasing and Disposition
- (ii) Highest and Best Use Analysis of Existing Portfolio Analysis
- (iii) Valuation and Advisory Services
- (iv) Listing and Marketing Services for Sale of City Surplus Property
- (v) Overseeing Escrow for such sales
- (vi) Lease Management

2) Give an overview on your proposed approach, vision, ideas and methodology.

WEEK 1 | Kick-Off Session:

- Meet with the City to discuss existing strategy and confirm goals for new strategy.
- Review Colliers proposed scope of work and schedule, making adjustments where the City deems necessary.
- Introduce Colliers experts assigned to the project and respective roles and responsibilities.
- Identify point of contact and appropriate communication channels.
- Agree upon project deliverables.

WEEK 2-4 | Due Diligence for Strategic Plan

- Take an inventory of all City-owned and controlled property and identify current uses.
- Collect and collate appropriate documents and data necessary to complete the strategic plan, including but not limited to; a list of assets, operating statements, operating agreements, assessments, lease agreements, letters of interest (LOI), contracts, any other laws, policies or City-preferences that limit the lease or sale of City-owned assets.
- Meet with City departments and other internal and external stakeholders to ensure thorough understanding of City portfolio and assemble any missing pertinent information.



WEEK 5-12 | Strategic Plan and Valuation

- Review, assess and map all City-owned and controlled property, identifying the current use of each asset and detecting the vacant and underutilized surplus assets. Colliers will provide the City with access to GIS mapping software storing real-time information on City-owned property.
- Identify all real property that is appropriate for use as affordable housing, in accordance with Florida Statute 166.0451.
- Evaluate the underutilized or surplus assets which present an opportunity, with the following considerations:
 - Current use and potential/proposed use of asset
 - Financials (debt, operating costs, maintenance costs)
 - Condition of asset and deferred capital improvements
 - Current and projected market conditions (lease rates, sales prices, investment activity, supply, demand)
 - Legal or political encumbrances and/or preferences.
- Provide short- and long-term recommendations to the City on the highest and best-use of City-owned vacant and underutilized assets, including an assessment of costs and revenue potential through sale or lease of each property.
- The recommendations for sale and/or lease will be rank ordered prioritizing those that further the City's goal of revenue generation in the shortest period of time.
- Outline a marketing plan for the expedited/streamlined disposition of the identified City-owned assets.

WEEK 12-15 | Delivery of Strategic Plan

- Present draft Strategic Plan report and meet with the City to review.
- Collect feedback from City staff and reflect comments and changes in the final report.
- Deliver final report no later than one hundred and eighty (180) days post commencement of the contract.
- Meet with the City to discuss and commence action on the final recommendations in the Strategic Plan.

WEEK 15 Onwards | Marketing and Execution of the Strategic Plan

Valuation and Advisory Services:

- Prepare and present quarterly updated reports of all identified City-owned surplus and under-utilized sites, including escheated properties.
- Continue to prioritize opportunities for utilization or disposal, identifying which have the greatest opportunity to maximize revenue to the City in the shortest period of time.
- Present a quarterly market update to City staff highlighting local real estate trends and forecasts on the City of Fort Lauderdale real estate market.
- Application of "best practices" acquired through public sector real estate portfolio management and transaction experience.



Marketing Services:

Once we have agreed upon the Strategic Plan and identified the assets for lease and/or disposition with asking prices and underwriting, our marketing department will draft best in class marketing materials, starting with a brochure, confidentiality agreement, and full offering memorandum for the City to review and approve. Colliers will maintain and update accurate listing information on the City's website.

Through our best in class marketing technology and our creative approach, we drive strong investor interest, while maintaining confidentiality and minimizing disruption to tenants. Our integrated marketing platform includes targeted marketing, broker/referral marketing, print and electronic media, mobile marketing, social media and inbound/outbound marketing techniques to ensure maximum exposure to the marketplace.

Our hands on, go-to-market strategy offers largescale exposure through proprietary databases and distribution channels, and includes a segmented approach to focus the highest impact marketing techniques on the buyers who are most motivated and likely to pay the highest price. Throughout the disposition process, our priority is revenue maximization for the City.

PRE-MARKETING	POSITION	REVIEW	NEGOTIATE	CLOSE
> Due Diligence for Assets > Preparation of Exclusive Offering Memorandum > Preparation of Flyer E-blast Development > Solicitors Legal Document Preparation > Marketing Positioning the Property > Media Placement Targeting	> Local, Regional, National, International > Distribute Offering Memorandums > Face-to-Face Meetings Site Tours > Follow up with Web Site Leads > Broker Analysis > Prospective Buyer Critique	> Review all Letters of Intent > Financial Modeling > Review with Client & Solicitors	> Consensus on Preferred Buyer > Engage with Final Negotiation	> Purchaser Due Diligence > Closing

Lease Management

Colliers' mission is to successfully deliver industry-leading lease management services that allow the City to optimize its real estate portfolio and all City license agreements, while providing an outstanding client experience. Colliers is technology agnostic in regards to lease administration, supporting ProLease, Axserion,





CITY OF FORT LAUDERDALE



Lease Harbor, Virtual Premise and all other commercially available programs. Our team will work with the City of Fort Lauderdale's existing database or lead an evaluation process to determine the optimal system to meet your individual needs.

We track your entire real estate portfolio...

- > Owned Locations
- > Leased Locations
- > Your Subleases
- > Your Subtenants/Tenants

...to deliver the most potential benefits for the City

- > Never miss a critical lease date
- > We drive huge savings *(One of the most important reasons clients choose Colliers)*
- > Save weeks on budgeting real estate expenses
- > Save time each month with automation of rent payments from database to your accounts payable system

OUR SERVICES – To be determined upon status of the City's existing Lease Management Systems

Lease Administration & Document Management

The process of maintaining and tracking lease related documents is vital to our initial and on-going assessment of the status of every client location. Colliers' detail-oriented staff is highly-experienced in lease administration processes, which include the following on-going services:

- > All existing lease documents will be abstracted into the database (several options are available). We will continue to have all new lease and lease related documents abstracted into database by our Lease Abstractors.
- > Colliers has file maintenance procedures in effect and will maintain the lease files in an organized and standardized format. This process includes retention of historic data regarding lease issues, as well as CAM and tax reconciliation matters (this is crucial in the recovery process).
- > Colliers tracks all incoming lease documents by utilizing a document log which ensures that all documents are input and/or processed in a timely manner.
- > Colliers will scan, after logging, any legal documents received and post to the database/website within seven business days of receipt.
- > Reports - Colliers is experienced in reporting processes and can distribute any number or form of the following reports on a recurring basis:
 1. Lease Payment Schedule (early and regular schedules)
 2. Square Footage Report
 3. Rent Roll Summary – Portfolio wide
 4. Landlord Listing
 5. Expiration Reports
 6. CAM Tracking
 7. Abstracts – Detail or summary listing of pertinent lease data by property



Lease Administration & Document Management Checklist

- > Ability to customize current information (i.e., formatting, analysis of, etc.) and modify from time to time at client's discretion and within system abilities.
- > Follow protocol set up and provided by client for all ownership change requests that are received.
- > Review and research of landlord billings (rents, operating costs, utility usage, etc.) will be performed by Colliers to monitor accuracy and appropriateness prior to approving for payment; landlord invoices are directed to Colliers for verification and processing.
- > Desk audits of landlords' annual CAM/Insurance/Tax reconciliations against lease requirements will be performed, including review of prior year calculations where available. Colliers will utilize well developed forms and procedures as well as use all best efforts to acquire such reconciliations; process includes request of backup substantiating reconciliation as well as a resolution of any discrepancies, resulting in processing for payment.
- > During audit process, Colliers lease audit staff flags any invoices deemed excessive in comparison to industry standards. With prior approval from client, Colliers would address the anomalies/issues identified with the landlord and prepare the necessary argument and documentation to recover any potential funds. In the event Colliers cannot settle a dispute, the reconciliation will go to client's real estate department for review and direction.
- > Along with copies of all invoices, Colliers will submit a verified monthly lease payment schedule to client (setting out recurring rent payments and variable non-routine charges). This schedule will be formatted to coordinate with client's accounting system.
- > Colliers lease administration professionals will verify the figures in the payment schedule for accuracy and reasonableness with Colliers account manager approval; however, client is still responsible for reviewing each monthly schedule and remitting timely payment to their landlords/vendors unless Colliers is utilized to pay client's bills.
- > Colliers can work with client's risk management department/vendor as a liaison, assisting with landlord insurance certificate update requests, records upkeep and coordination.
- > For post-lease setup ongoing maintenance, Colliers assigns a dedicated analyst responsible for ensuring that portfolio information is continuously updated and that established processes are followed. Moreover, the account analyst will ensure that all critical lease dates are evaluated in a timely fashion and that staff is alerted to take appropriate action.
- > Second review controls are in place for review of lease payment schedules and CAM/tax reconciliations, with SOX guidelines in mind.

Our enterprising platform allows us to develop custom-designed solutions to meet the City's business and real estate needs while adhering to the standardized processes demanded by applicable regulatory and statutory guidelines.

3) Describe your proposed approach to the project, including scheduling methodology (time line) for effectively managing and executing the work in the optimum time.

Please refer to the approach above for information on timeline and scheduling.

4) Provide information on your firm's current workload and how this project will fit into your workload.

Colliers believes in delivering services through a single point of accountability with responsible executive oversight and specialized resources available across the delivery structure. Therefore, **Key Account Manager Brooke Berkowitz will be 100% dedicated to this account**, and ensure the City receives consistent and responsive services throughout the term of the contract.

While our core team is active in the community and with existing clients, this account will receive our utmost attention and we have implemented the team structure to ensure best-in-class service. As illustrated in Section 4.2.3, the Key Account Manager will be supported by a team of experienced brokerage professionals and subject matter experts who will focus on developing the strategic direction of their expertise area in parallel with the overall account strategy and goals. This process allows Colliers to seamlessly manage the entire real estate process - from strategic planning, due diligence, transaction management and execution - without risk of conflict from existing workload.

5) Describe available facilities, technological capabilities and other available resources you offer for the project.

We offer a wide range of value-add products and services related to market research, valuations, strategic planning and property marketing, from the straightforward (signage, advertising, fliers) to the sophisticated (positioning campaigns, tours, websites). We pride ourselves on looking beyond the obvious to develop a unique, creative marketing strategy that speaks to the benefits of your specific assets and its value to the end user while tailoring our approach to the City's regulations and expectations.

Government Solutions Group

Colliers International understands the complexity of the government real estate sector. The government's procedures for acquiring, managing and disposing of real property are subject to layers of regulations, policy, legislation and executive orders. Making sense of it all can be challenging, but Colliers' Government Solutions team understands how to chart a path to successful execution. In everything we do, we apply a team approach, leveraging the depth and experience of Colliers' large and diverse global platform.

Colliers Government Solutions understands government acquisition regulations and the strict performance requirements of the federal lease form. Our team does more than just execute transactions - we pride ourselves on ensuring each lease's long-term integrity. We stay abreast of all changes in government policy and procedure to advise our clients how to plan, budget, and position their properties to attract and retain



federal tenants. Our mission is to provide integrated services that maximize property value and exceed our clients' investment objectives.

To yield the highest value and best deal execution Colliers Government Solutions offers GSAXCHANGE, a team of sales professionals specializing solely in the sale of government-leased properties. The GSAXCHANGE team accelerates clients' success by providing a deep understanding of factors associated with government-leased real estate, utilizing local market knowledge and leveraging Colliers' national presence. Our business strategy is geared to the acquisition and sale of government-leased properties nationally providing marketing exposure to thousands of government property owners and investors throughout the United States and overseas.

Valuation Services

Real estate appraisals play a pivotal role in today's business climate. Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. Our commitment to high-end client service, coupled with Colliers International's unparalleled market intelligence and resources continues to differentiate us as the firm of choice in the real estate industry. With its unique and expanding platform, Colliers provides a full range of expertise across all commercial property types and has experience on working on appraisals tailored to the unique features of government-leased properties. Our professionals share a commitment to deliver the highest level of service and the best client experience possible. We go the extra mile to deliver results, whether this means meeting a tight deadline, working with a complex and challenging property or delivering consistent results when valuing nationwide portfolios.

All of our appraisals are evaluated and approved by an experienced review team to ensure our clients receive clear, concise, and timely appraisals. Because we recognize that superior technology is not enough, our managers and professionals stand committed to our clients' success and will go the extra mile to provide exceptional customer service.

Research and Consulting Services

Headed up by the Research and Consulting Manager, Verity Mosquera, located in the Fort Lauderdale office, the local research team provides timely, reliable data critical to making effective and well-informed real estate portfolio decisions. We consider our primary market research a competitive advantage, providing clients with data, analysis and consultation on industry trends, comparable lease and sales transactions, and economic data critical to making effective real estate decisions. Colliers Research also maintains an extensive tenant database identifying industry, location, square footage occupied, and lease expiration dates. Stacking plans and building skylines are regularly produced to illustrate the location and lease expiration of tenants in select buildings. Additional analytic tools track tenant demand and lease activity on a real-time basis.

Consulting Services include:

- > Strategic Real Estate Planning
- > Feasibility Studies
- > Asset Evaluations/Highest-and-Best Use Studies



- > Due Diligence Reports
- > Market Studies
- > Financial Analyses

GIS Capabilities

Colliers has full-service geographic consulting and mapping, offering tailored analysis for clients as they develop their portfolio strategies. We provide cartographic, demographic, and analytic products and services. Our deliverables vary from simple aesthetic maps to complex geographic analysis and site selection packages. Our demographic analysis provides answers to complex questions and adds tangible value to real estate transactions. Our goal is to provide the highest level of innovative GIS products and solutions with a strong focus on customer service and consultation.

Marketing Services

With an in-house creative services team spearheaded by project team member Kristopher Mitchell, the Colliers team will work with the City to develop customized, compelling collateral in support of the real estate strategy or strategies selected.

With the primary goal to build smart awareness and educate through tailored marketing, the team may utilize a range of marketing tools, including but not limited to:

- > Property Brochure
- > Mapping
- > Signage
- > Email Marketing
- > Offering
- > Social Media Campaign

Public Relations

Our in-house Communications Specialist, Leah Dellis, has teamed up with our trusted South Florida-based public relations partner, Top of Mind PR, on an array of strategic media initiatives to maximize smart exposure and coverage on behalf of our clients. Top of Mind PR is a woman-owned public relations firm with top-tier media relationships and has a working relationship with Colliers South Florida, independent of any potential contract with the City.

While the project team fully acknowledges and agrees to Section 2.31 “News Release/Publicity” in the Bid regarding communications, our team would include recommendations to the City for ways to curate and position key messaging to media resources. By initiating the conversation, our team is able to shape the image of the property while creating awareness to the intended audience.



CITY OF FORT LAUDERDALE



4.2.5 REFERENCES

CLIENT: Jacksonville Transportation Authority (JTA)

Address:	121 W. Forsyth Street, Suite 300 Jacksonville, FL 32202
Contact:	Michael Corbitt Real Estate Project Officer
Telephone:	+1 904 632 5257
E-mail:	mcorbitt@jtafla.com
Description of Work:	Real Estate Consulting and Disposition of surplus properties in JTA portfolio, including vacant land, office buildings and parking garages.
Year:	2016-Ongoing
Total Cost of Project:	\$60 Million+ in potential disposition of surplus properties and growing

CLIENT: Nova Southeastern University (NSU)

Address:	3301 College Avenue Davie, FL 33314
Contact:	Marc Crocquet Vice President
Telephone:	+1 954 262 8842
E-mail:	crocquet@nsu.edu
Description of Work:	Ongoing leasing assignment led by team member Ronald Schagrin at the Nova Southeastern University's (NSU) Center for Collaborative Research (CCR), one of the largest and most advanced research facilities in Florida.
Year:	2016-Ongoing
Total Cost of Project:	\$80 million Estimated / \$80 million Actual



CITY OF FORT LAUDERDALE



CLIENT: Midgard Group	
Address:	1475 W Cypress Creek Road, Suite 202 Fort Lauderdale, FL 33309
Contact:	James Goldstein President & General Managing Partner
Telephone:	+1 954 771 6714
E-mail:	jim@midgardgroup.com
Description of Work:	Long-term strategic relationship with Midgard Group on multiple projects. > Responsible for leasing 450,000 square feet in six buildings as part of an office campus in Cypress Creek. > On behalf of same owner, marketing an entire block on Biscayne Boulevard (between 17th and 18th) in Miami for \$85 million > Working with the ownership for the development of a 140,000 square foot industrial park in Cypress Creek. Have assisted in the design, layout and pricing for this potential new industrial park.
Year:	1999-Ongoing
Total Cost of Project:	> \$60 million estimated value of the business campus > \$85 million asking price for the land in Miami > \$140 million estimated for the construction of the industrial park

CLIENT: East Group	
Address:	2996 Commerce Park Drive Orlando, FL 32819
Contact:	Chris Segrest Vice President
Telephone:	+1 407 284 6535
E-mail:	chris.segrest@eastgroup.net
Description of Work:	Landlord Representation by project team member Steve Wasserman for East Group's Lockhart Business Park, 5600 NW 12 Avenue in Fort Lauderdale (120,000 square foot office / warehouse)
Year:	2010-Ongoing
Total Cost of Project:	\$3.6 million



4.2.6 M/WBE PARTICIPATION

- ***Describe your company's efforts, as well as planned efforts, in meeting M/WBE procurement goals under Florida Statutes 287.09451.***

While Colliers itself is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, we recognize the importance of engaging Minority and Women-Owned (M/WBE) partners and vendors to ensure the very highest level of service, particularly with regard to projects of large scale and complexity.

Our firm supports initiatives to tangibly increase M/WBE participation in both contracting and procurement activities and can establish specific participation goals with each client. Colliers attempts to utilize the services of qualified DBE/MBE/WBE suppliers and subcontractors whenever possible. These vendors are held to the same high standards and qualifications of all our best-in-class subcontractors and partners, yet are comprised of the same diverse ethnic and gender composition we strive to maintain in our core business.

Provided below is a sample of the MBE/WBE/VBE firms Colliers has partnered with:

- > Top of Mind PR
- > WIRE Property Group
- > CSA Group
- > Pathfinder Engineers & Architects, LLP
- > Elana, Inc. Construction Consultants
- > Miyakoda Consulting
- > Leapley Construction Group
- > LCG-CI Project Management Services, LLC
- > Madison Square Realty
- > Robert Louis Group

Our company is consciously and proactively inclusive of all areas of diversity including race, ethnicity, color, national origin, ancestry, gender, sexual orientation, religion, age, socioeconomic status, marital status, language, disability or immigration status. Our anti-discrimination policy, global and local human resources teams, and FirstLine, a confidential reporting hotline, work together to create a positive and inclusive work environment for all of our staff members, partners and vendors.



CITY OF FORT LAUDERDALE



4.2.7 SUBCONTRACTORS

- *Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.*

Acknowledged. Colliers has assembled a team to perform the scope of services in-house but will identify any subcontractors to be utilized should this change in any way.



CITY OF FORT LAUDERDALE



4.2.8 REQUIRED FORMS

The required forms are included in the order listed on the following pages:

- A. PROPOSAL CERTIFICATION
- B. COST PROPOSAL
- C. NON-COLLUSION STATEMENT
- D. LOCAL BUSINESS PREFERENCE
- E. CONTRACT PAYMENT METHOD
- F. SAMPLE INSURANCE CERTIFICATE
- G. CERTIFICATE OF AUTHORITY TO BIND COLLIERS INTERNATIONAL

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read 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 bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Ken Krasnow

Name (printed)

4/28/2017

Date:

Signature

Executive Managing Director & Market Leader

Title

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Colliers International South Florida, LLC

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. Proposed commission percentage as defined in Section III 4 %
2. Proposed lease cost percentage as defined in Section III 3 %
3. Hourly rate for advisory services where commission is not earned \$ 150
(The estimated number of hours the city expects to utilize these services is 500 hours per year. The hours may vary depending on the need of the city.)

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Submitted by:

Ken Krasnow
Name (printed)

4/28/2017
Date

[Signature]
Signature

Executive Managing Director
Title

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee 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 City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

-

N/A

N/A

N/A

N/A

N/A

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

SIGNATURE



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)
Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: Colliers International

AUTHORIZED
COMPANY
PERSON:

NAME


SIGNATURE

DATE



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2016-2017

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 1601774 Business Name: COLLIERS INTERNATIONAL S FLORIDA
Business Address: 200 E BROWARD BLVD # 120
Tax Category: OFFICE USE ONLY Tax#: 746421 Fee:

COLLIERS INTERNATIONAL S FLORIDA
AMANDA MCFARLANE ADM MGR
200 E BROWARD BLVD # 120
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1601774
Tax Number: 746421
Business Name: COLLIERS INTERNATIONAL S FLORIDA
Business Address: 200 E BROWARD BLVD # 120
Business Owner: MCFARLANE, AMANDA ADM MGR

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
TEL (954)828-5195 FAX (954)828-5881
WWW.FORTLAUDERDALE.GOV



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2016-2017

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 1601786 Business Name: KRASNOW, KENNETH M
Business Address: 200 E BROWARD BLVD # 120
Tax Category: REAL ESTATE BROKER Tax#: 746434 Fee:

KRASNOW, KENNETH M
COLLIER INTERNATIONAL S FLORIDA
200 E BROWARD BLVD # 120
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1601786
Tax Number: 746434
Business Name: KRASNOW, KENNETH M
Business Address: 200 E BROWARD BLVD # 120
Business Owner: KRASNOW, KENNETH M

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
TEL (954)828-5195 FAX (954)828-5881
WWW.FORTLAUDERDALE.GOV

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA: COLLIER'S INTERNATIONAL SOUTH
Business Name: FLORIDA
Receipt #: 318-283452
Business Type: (REAL ESTATE BRANCH OFFICE)

Owner Name: COLLIER'S INTERNATIONAL SOUTH FLORIDA
Business Location: 200 E BROWARD BLVD STE 120
Business Phone: 954 652 4600
Business Opened: 11/25/2014
State/County/Cert/Reg: BO2030083
Exemption Code:

Rooms: 15
Seats: 15
Employees: 15
Machines: 15
Professionals: 15

Number of Machines:		For Vending Business Only					Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid		
45.00	0.00	0.00	11.25	0.00	25.00	81.25		

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

CONTRACT PAYMENT METHOD BY P-CARD**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☒ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2017

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 have ADDITIONAL INSURED provisions or 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 Integro (Canada) Ltd. Suite 4800 199 Bay Street Toronto, Ontario M5L 1E8	1-416-619-8000	CONTACT NAME: Vanessa Chapin PHONE (A/C, No, Ext): 604-608-6255 E-MAIL ADDRESS: vanessa.chapin@integrogroupp.com	FAX (A/C, No):
INSURED Colliers International South Florida, LLC 4500 PGA Blvd. #110 Palm Beach Gardens, FL 33418		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty International Underwriters INSURER B: Chubb Insurance Company INSURER C: Chubb Insurance Company of Canada INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 49581483**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			TB1-B71-171197-016	12/01/16	12/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			16-7359-06-03	12/01/16	12/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			79713858	12/01/16	12/01/17	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime			8132-4965	12/01/16	12/01/17	2,000,000

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

Certificat Holder, The City of Fort Lauderdale, is included as an additional insured where required by written contract. Contractual liability is applicable on liability policies where required by contract.
Insurer(s) will endeavor to provide 30 days notice of cancellation and 10 days notice in the event of non-renewal.

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale, FL 33301 USA	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 
---	--

**SECRETARY'S CERTIFICATE
OF
COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC**

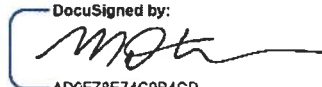
THE UNDERSIGNED hereby certifies as follows:

1. I am the Secretary of Colliers International South Florida, LLC (hereinafter referred to as the "Company"), a limited liability company organized and existing under the laws of the State of Delaware and, as such, have knowledge of the matters hereinafter certified to.

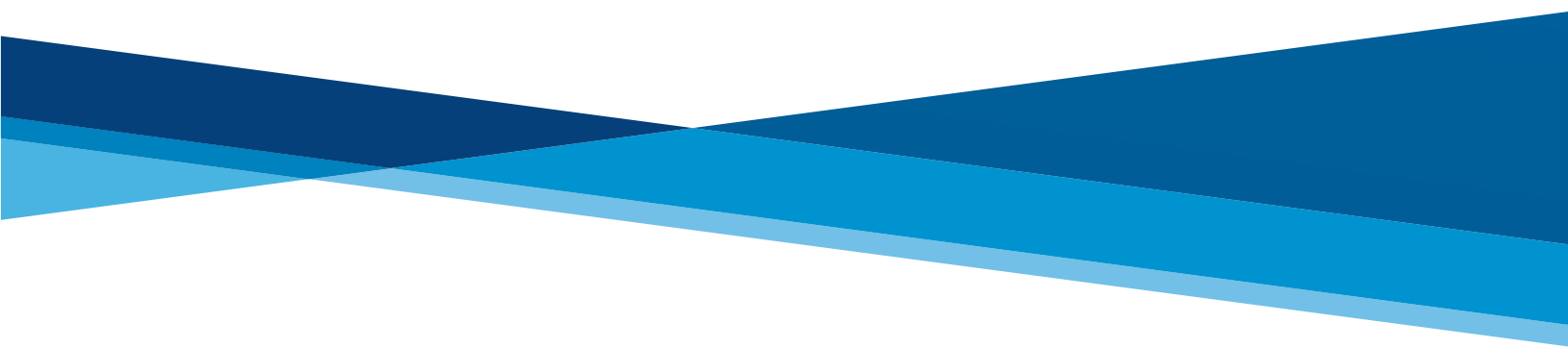
2. As at the date hereof, Kenneth M. Krasnow is the duly appointed Vice President and Broker in Charge of the Company and is duly authorized to perform in such office the duties assigned to him from time to time by the board of managers of the Company, including without limitation, the execution of requests for proposal for and on behalf of the Company.

I am providing this Certificate in my capacity as the Secretary of the Company and not in my personal capacity and no personal liability is assumed by me in connection with giving this Certificate.

IN WITNESS WHEREOF I have signed this Certificate as of the 18th day of April, 2017.

By:  AD9F78E74C9B4CD...
Matthew Hawkins, Secretary

APPENDIX A





Ken Krasnow

EXECUTIVE MANAGING DIRECTOR & MARKET LEADER
Colliers International | South Florida



ken.krasnow@colliers.com

QUALIFICATIONS

Licensed Real Estate Broker
State of Florida and New York

AFFILIATIONS OR MEMBERSHIPS

NAIOP

CREW

International Council of Shopping
Centers (ICSC)

Urban Land Institute (ULI)

Beacon Council - Miami

Business Development Board of
Palm Beach County

Board Member - Friends of the
Underline

Corporate Advisory Board -
Debbie's Dream Foundation

CONTACT DETAILS

DIR +1 786 517 4990
MOB +1 914 589 5321

Colliers International
South Florida, LLC
801 Brickell Avenue
Suite 850
Miami, FL 33131

www.colliers.com

AREA OF EXPERTISE

Ken Krasnow serves as Colliers Executive Managing Director for the South Florida region. In the role of Market Leader, he is responsible for all operations for the five Colliers offices in Miami-Dade, Broward and Palm Beach County. He is also responsible for broadening the company's platform by developing key client relationships, leading major projects and transactions, maintaining senior real estate industry and political relationships and recruiting new talent. Ken brings over 30 years of acclaimed expertise in the commercial real estate industry, offering an exceptional level of on-the-ground market knowledge.

Ken began his career as a commercial leasing broker and was responsible for more than three million square feet of Class A building agencies in New York City. His knowledge of brokerage and hands-on approach to management makes him an invaluable member of the Colliers team. In today's South Florida market, he will continue to leverage his level of expertise to accelerate our success in the region.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers, Ken served as Managing Director overseeing all operations for CBRE in South Florida. While at CBRE, he recruited almost 40 sales professionals who were responsible for an additional \$40 million in revenue. During his tenure, revenues and profits for his region more than doubled. Prior to joining CBRE in Florida, Ken held executive positions for Cushman &

Wakefield in the New York City area and Trammell Crow Corporation. Ken served at Cushman & Wakefield for 18 years during which time he oversaw the New York area profit center where he brought his region back to record revenues of approximately \$200 million after the tragic events of September 11, 2001.

Ken attended Emory University where he earned his Bachelor of Administration in Finance. He also attended New York University for Graduate Real Estate studies.

PROFESSIONAL ACCOMPLISHMENTS

- Listed as one of "Top 50 Leaders in Commercial Real Estate" by Real Estate Weekly
- Named "Power Leader" by South Florida Business Journal
- Named one of Real Estate New York's "Top 40 Under 40"
- Recognized as one of the "Next Great Leaders" by Real Estate Forum
- Recipient of the Percy Douglass Award by Friends of Island Academy
- Winner of the Royal Poinciana Community Leadership award by Debbie's Dream Foundation



Brooke Berkowitz

KEY ACCOUNT MANAGER



TRADE SECRET: We are in discussion with Brooke Berkowitz to hire as part of the Colliers team. We ask that this be removed from any public records.

EDUCATION

BS, 2005, Marketing and Real Estate

REGISTRATIONS

Florida Real Sales Associate,
No. SL3209543

CONTACT DETAILS

Colliers International
South Florida, LLC
200 East Broward Boulevard
Suite 120
Fort Lauderdale, FL, 33301

www.colliers.com

AREA OF EXPERTISE

Acting as the City's primary point of contact will be Key Account Manager Brooke Berkowitz, who has proven experience leading strategic accounts within the public sector. As a fully-dedicated resource to the City, Brooke will work closely with the full Colliers team to custom-tailor a set of integrated services selected from the firm's range of business lines. This approach allows Colliers to streamline communications and for the City to benefit from the most responsive, customized and nimble real estate solutions.

BUSINESS AND RELEVANT EXPERIENCE

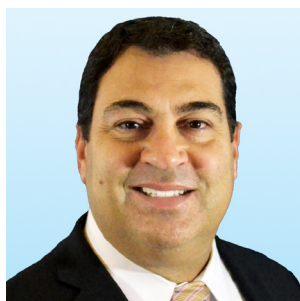
Ms. Berkowitz currently serves as an Acquisition & Relocation Agent for projects in Miami-Dade, Broward and St. Lucie Counties. The projects encompass acquisition, relocation and property management of various parcels. Ms. Berkowitz manages the acquisition of commercial and residential properties for public purposes, and provides direct advisory services and relocation assistance to displaced occupants. She also coordinates with owners, tenants, attorneys, contractors, appraisers, realtors, and local government officials in negotiating to purchase right of way and relocate residents using various channels of communication. Ms. Berkowitz prepares and conducts complex property negotiations and suit information for filing and condemnation proceedings.

Ms. Berkowitz has nearly 10 years of right-of-way experience, providing acquisition, relocation, and property management for South Florida. She completed FDOT's Right-of-Way Training Program in 2008 at FDOT District 4. After completing the program, she spent 4 years working for FDOT District 6 in right-of-way. From 2014-2015, Brooke was a member of the CBRE South Florida Occupier team. She was an integral part of the City of Fort Lauderdale's account management team which was responsible for the execution of the City of Fort Lauderdale's strategic plan. This includes the evaluation, disposition, repurposing and management of the City's 700+ leased and owned assets. Brooke also worked with the Public Institution Group representing Martin County and Riviera Beach Community Redevelopment Agency.

Before joining the Occupier team, Brooke was a member of CBRE's Florida Business Operations Team as a Transaction Coordinator handling the Palm Beach Market. Brooke began her career at CBRE in 2012 as the South Florida Listing Coordinator.

COMMUNITY INVOLVEMENT

Brooke holds a position on the Board of Young Professionals for Covenant House Fort Lauderdale. She is actively involved in the planning of various events in support the Covenant House mission to support homeless youth.



Alfie Hamilton

EXECUTIVE VICE PRESIDENT
Colliers International South Florida



alfie.hamilton@colliers.com

QUALIFICATIONS

Florida Real Estate License

AFFILIATIONS OR MEMBERSHIPS

NAIOP South Florida Chapter,
Board of Directors

South Florida Office Brokers
Association (SFOBA)

CONTACT DETAILS

DIR +1 954 453 6050
FAX +1 954 727 9338

Colliers International
200 E Broward Blvd.,
Suite 120
Fort Lauderdale, FL 33301

www.colliers.com

AREA OF EXPERTISE

Alfie Hamilton is a veteran of the commercial real estate industry. He is an office leasing specialist who focuses primarily on landlord / agency assignments for institutional clients.

Alfie is known for providing advisory services to his clients and for successfully structuring complex transactions. By earning the trust of his clients, his leasing portfolio has expanded steadily since 2007 and now totals approximately 1.2 million square feet.

BUSINESS AND EDUCATIONAL BACKGROUND

A member of the board of directors of NAIOP's South Florida chapter and the South Florida Office Brokers Association. Before joining Colliers, he was an Executive Vice President for Pointe Group Advisors for 8.5 years and played an instrumental role in transforming the firm from a property management company into a full service commercial real estate firm.

- 2015 Colliers Everest Club inductee. The Everest Club recognizes the performers in the top 10th percentile in Brokerage, Valuation and Corporate Solutions across the Americas.
- 2015 & 2014 NAIOP South Florida Office Broker of the Year Finalist
- In 2015, represented the owner in the sale of a fourbuilding, 247,000 SF suburban office portfolio in Sarasota, FL.
- Completed leases representing more than 1.7 million square feet with a transaction value in excess of \$190 million.

LANDLORD REPRESENTATIVE EXPERIENCE

- 6 Building Broward Suburban Office Portfolio - 409,736 RSF
- Gateway Professional Center - 247,530 RSF
- 3 Building St. Petersburg Suburban Office Portfolio - 239,170 RSF
- 200 East Broward - 225,650 RSF
- Northern Trust Plaza 110,204 RSF

TOP TRANSACTIONS

- TA Realty - Gateway Professional Center - SALE -247,530
- Continental Citrus Corp. - Pointe West Plaza - SALE PENDING -110,204
- General Dynamics - 80,057
- General Dynamics - 67,259
- Triad Digital Media - 64,634
- Balfour Beatty Construction - 39,864
- eMason - 40,647
- Bar Education (Southeastern College / Kaiser) -35,863
- Jackson Hewitt -33,645
- Northern Trust Company -32,349
- Management Health Systems d/b/a MedPro - 30,177
- Global Financial Private Capital - 27,186
- Solstice Benefits- 27,178
- Citrus Healthcare - 20,665
- JAJ Holding - 20,000



Ronald A. Schagrin SIOR

SENIOR VICE PRESIDENT
Colliers International
National Life Sciences Group Member
Healthcare Services Group Member



ronald.schagrin@colliers.com

QUALIFICATIONS

Florida Real Estate License

Florida Real Estate Salesman License

Society of Industrial and Office Realtors (SIOR)

AFFILIATIONS OR MEMBERSHIPS

South Florida Office Brokers Association (SFOBA)

Society of Commercial Realtors (SOCR)

National Associate of Realtors (NAR)

National Life Science Member

National Healthcare Services Member

CONTACT DETAILS

DIR +1 954 652 4605

FAX +1 954 667 7945

Colliers International
South Florida, LLC
200 East Broward Boulevard
Suite 120
Fort Lauderdale, FL, 33301

www.colliers.com

AREA OF EXPERTISE

Ron Schagrin is a 30-year commercial real estate veteran in sales and leasing of Downtown and Suburban office and industrial properties. His knowledge and expertise of all real estate industry services is an invaluable asset to the organization in coordinating and implementing marketing proposals, including budgets for institutional and entrepreneurial clients, market research, and investment ventures.

PROFESSIONAL ACCOMPLISHMENTS

- Costar Power Broker – 2002 - 2006; 2008 - 2011
- Chairman's Circle – Prudential Commercial Real Estate – 2007, 2008
- Top Producer – Coldwell Banker Commercial – 1999
- Top 3 Producers – Colliers Lehrer - 1998
- NAIOP Award of Excellence – Design Build Industrial Over 50,000 SF - 1996
- Best Real Estate Deal of the Year – E & Y Kenneth Leventhal – Best New Development - 1995
- South Florida Business Journal "Best Real Estate Deal of the Year" for Best New Development Industrial
- Recipient of the JC Penney "Golden Rule" Award in 1995
- Recognized for his service to the community and ran the Olympic Torch in 1996 as a "Community Hero"

BUSINESS AND EDUCATIONAL BACKGROUND

Ron was a founding partner in Commercial Property Realty Advisors, a full service real estate firm that operated for nine years, which later became Commercial Property Realty Group. He served as Senior Vice President at Prudential CRES Commercial Real Estate South Florida. His commercial real estate career began at Colliers International South Florida where when he left in 2001 he served as Senior Director. Prior to commercial real estate he was active in a publically traded company, Schagrin's Wine, Cheese & Gourmet Foods, where he was the gourmet food buyer.

Ron attended the University of Tampa where he received a degree in accounting.

COMMUNITY INVOLVEMENT

Ron is a founding Board Member of Gilda's Club South Florida and has served as the Chairman of the Board of Directors. Currently he serves as President for the Georgina Dieter Dennis Foundation which provides scholarships to vocal majors attending Florida universities. He is a member of the Susie and Alan Levan Ambassador Board at NSU. He has also served as a member of the Advisory Board for the Fort Lauderdale unit of the American Cancer Society; and Advisory Board for the Salvation Army of Greater Fort Lauderdale. In addition, Ron has been very active in civic organizations such as Jewish Community Center of Greater Fort Lauderdale, Jewish Federation of Greater Fort Lauderdale, and Board of Directors for the Leadership Broward Foundation, Nova University Enterprise Ambassador Program.



Steven Wasserman SIOR

EXECUTIVE VICE PRESIDENT
Colliers International



steven.wasserman@colliers.com

QUALIFICATIONS

Florida Real Estate License

Society of Industrial and
Office Realtors (SIOR)

CONTACT DETAILS

DIR +1 954 850 6487
FAX +1 954 667 7945

Colliers International
South Florida, LLC
200 East Broward Boulevard
Suite 120
Fort Lauderdale, FL, 33301

www.colliers.com

AREA OF EXPERTISE

Steven Wasserman serves as Executive Vice President at Colliers International and is one of the team leaders in the South Florida Industrial Services Group. Mr Wasserman has a diversified industrial practice where he represents institutional property owners in leasing and strategic advice.

EDUCATION AND AFFILIATIONS

Mr. Wasserman earned a Bachelor of Business Administration from the University of Miami. He attended Florida Atlantic University for a Master's in Business Administration. He is an active member of the Junior Achievement Fellows Program, Society of Industrial and Office Realtors (SIOR) and is the Chairman of the Council for Educational Change

EXPERIENCE

With over 36 years of experience in the South Florida market, Mr. Wasserman has dealt with a broad number of complex transactions; from build to suit, land development, environmental, and acquisition and disposition of specialized properties. He has marketed a 200-acre business park, two million square feet of institutional leasing and sold hundreds of thousands of square feet of owner/user properties.

FEATURED CLIENTS

- TIAA CREF
- LNR Partners
- East Group
- Prologis
- Trulite Corporation
- Suddath Companies
- Iron Mountain
- Bridge Development Partners
- Guardian Life
- Cabot Property Group
- Sunbeam Properties
- Becknell Industrial
- Hoerbiger Corp of America



Russell Bornstein

SENIOR VICE PRESIDENT | RETAIL
Colliers International South Florida



russell.bornstein@colliers.com

QUALIFICATIONS

Licensed Real Estate Broker
State of Florida

AFFILIATIONS AND MEMBERSHIPS

International Council of Shopping
Centers

Board Member Wayne Barton
Study Center

CONTACT DETAILS

DIRECT +1 561 353 3642

Colliers International
South Florida, LLC
2385 NW Executive Center Dr.
Suite 220
Boca Raton, FL 33431

www.colliers.com

AREA OF EXPERTISE

Russell Bornstein is a Senior Vice President with Colliers South Florida, bringing nearly 30 years of commercial real estate to his role. He specializes in retail markets throughout Florida and has earned a reputation as one of South Florida's top commercial real estate professionals.

As long-time exclusive representation for Wells Fargo and its approximate 250 branches in Southeast Florida, Mr. Bornstein and his partner Michael Wilson have provided steady and strategic commercial real estate advisory to the financial services company through various mergers over their 20 year relationship, including their real estate needs after they acquired Wachovia in the largest financial institution merger on record.

REPRESENTATIVE CLIENTS

- Bank Atlantic
- BankUnited
- Blockbuster Video
- Boston Market
- Dollar General
- Fifth Third Bank
- First Citizens Bank
- Holy Cross Hospital
- JP Morgan Chase
- Regions Bank
- Robert Half International
- Service Corp. International
- Shell Oil
- Wachovia Bank/Wells Fargo

BUSINESS AND EDUCATIONAL BACKGROUND

Most recently as a Senior Vice President with CBRE, Russell has also garnered experience as a Senior Vice President with Grubb & Ellis Company (1999-2012); a role with Commercial Florida Realty Partners, Inc. (1996-1999) and as Managing and Leasing Agent for Zepka-Goldberg (1985-1996).

He holds a Bachelors degree in Business Administration from St. Bonaventure University, where he graduated Magna Cum Laude and also earned the Pierre R. Bretey Award for highest G.P.A. in the School for Business (Department of Finance).

COMMUNITY INVOLVEMENT

Russell is an active member within a number of local and professional organizations, including the International Council of Shopping Centers (ICSC) and a Board Member for the Wayne Barton Study Center in Boca Raton.



Katy Welsh, CLS, CRX

SENIOR VICE PRESIDENT | RETAIL SERVICES
Colliers International | South Florida



katy.welsh@colliers.com

QUALIFICATIONS

Florida Real Estate License

Senior Certified Leasing
Specialist (CLS)

Certified Retail Property
Executive (CRX)

AFFILIATIONS OR MEMBERSHIPS

2017 ICSC Florida
Conference Chair

2008 South Florida IDEX Chair

International Council of Shopping
Centers (ICSC)

Past Chair Treasure Coast ICSC
Committee

Past Chair Palm Beach ICSC

Past Chair Broward ICSC

South Florida IDEX

CONTACT DETAILS

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MOB +1 561 213 8566

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AREA OF EXPERTISE

Katy Welsh brings more than thirty years of commercial real estate experience to her role as Senior Vice President of Retail Services for Colliers South Florida.

Her background includes expertise in the leasing, marketing and sale of shopping centers with a strong focus on maximizing property income and preparing properties for sale and repositioning.

Colliers' Retail Services Team is rooted in a commitment to offer a best-in-class team to service the growing retail landscape in South Florida. From urban, high street, institutional and tenant representation retail, the firm has strategically expanded expertise to create a 360-degree approach to servicing this niche property type.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers, Welsh was with Konover South, where she was responsible for all aspects of leasing and marketing company and third-party shopping centers, including business development, deal analysis, annual budgeting, and creating recommendations for property improvement to the third-party owners. Notable recent deals include the Lowes Home Improvement Center located at Plaza at Davie, which redeveloped the shopping center.

Previously, Welsh served as Broker/President of Hunter Real Estate Brokerage from 2008-2014 and Director of Real Estate for Kimco Realty from 2003-2008. Her commercial real estate career has also included various retail leasing positions with Equity One/IRT Property Company, NAI/Merin Hunter Codman, Concord Assets Group and Millennium III Real Estate Corp.

Welsh holds a Bachelor of Science in Business Administration from Auburn University. She has earned the designations of Senior Certified Leasing Specialist (CLS) and Certified Retail Property Executive (CRX), both ICSC-established credentials which recognize an elite group of experienced shopping center leasing professionals.

COMMUNITY INVOLVEMENT

Active in her discipline, Welsh has been a prominent figure for ICSC, the trade organization for the international shopping center industry. She is the 2017 ICSC Florida Conference Committee Chair and has held numerous positions as chair or co-chair of the county chapters in years past. Additionally, she was also the past Chair of the South Florida IDEX.



Rich Lillis

EXECUTIVE VICE PRESIDENT | SOUTH FLORIDA
NATIONAL DIRECTOR, HOTELS | USA



rich.lillis@colliers.com

EDUCATION OR QUALIFICATIONS

State University of New York
BS Economics

Florida Atlantic University
MBA Candidate

Licensed Florida Real Estate
Broker

AFFILIATIONS OR MEMBERSHIPS

ULI

ULI Hospitality & Recreational
Development Council (HRDC)

CONTACT DETAILS

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CELL +1 561 716 2228
FAX +1 561 353 3651

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AREA OF EXPERTISE

Rich Lillis advises clients on hotel and resort investment sales and financing in Florida, Eastern United States and the Caribbean. Additionally, Rich serves as National Director, Hotels USA and leads Colliers' nationwide team of lodging transaction experts. In the dynamic hotel investment market, Rich provides valuable solutions to hotel owners and investors, special servicers, regional lenders, land owners and developers.

BUSINESS AND BACKGROUND

Rich's diverse background includes a wide range of experience in lodging and finance. He successfully manages numerous hotel, resort and land transactions, for private and institutional owners. Rich is a national lodging investment expert and frequently speaks at industry conferences including ALIS, NYU and Nabhood. As an integral member of Colliers Asset Resolution Team CART, Rich serves as "Lodging/Hotels Regional Team Leader" for a few key Special Servicer client relationships. Previously, Rich served as Miami hospitality practice leader for Horwath HTL, an international hotel consultancy firm where he managed hotel and resort transactions and financings throughout Florida and the Caribbean. Prior, at Ocwen Financial Corporation (OCN) of West Palm Beach, Rich asset-managed the bank's large commercial REO portfolio and managed the company's corporate real estate.

Before that, Rich enjoyed an illustrious career in hotel operations, starting as Night Clerk at The Plaza Hotel NYC, followed by management at six Marriott Hotels, Sheraton Plaza Chicago and Doral Arrowwood NY, and as General Manager of Doral Court & Tuscan NYC (now "St. Giles"), Knickerbocker Chicago and Mutiny Miami. Rich and his wife Maureen also owned and operated an acclaimed restaurant in Westport, Connecticut.

Rich graduated with a BS in Economics with honors from State University in New York. He has recently completed coursework as an MBA candidate at Florida Atlantic University. Rich is a licensed Florida real estate broker. He resides in Boca Raton, Florida.

REPRESENTATIVE CLIENTS

- LNR Partners LLC
- Lone Star Funds
- Delaware North Corporation
- New Castle Hotels
- Rio Partners
- Valley View Bank
- Pacifica Companies
- Marx Realty
- Benenson Capital
- Torchlight Investors
- CW Capital
- Ocean Partners
- Lubert Adler
- Madison Properties LLC



Gerard Yetming

EXECUTIVE VICE PRESIDENT
Colliers International South Florida



gerard.yetming@colliers.com

QUALIFICATIONS

Florida Real Estate License

CONTACT DETAILS

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MOB +1 305 610 4721

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AREA OF EXPERTISE

Gerard Yetming joined the South Florida offices of Colliers International in 2016, launching the firm's Urban Core division. As co-leader of this group, his team focuses on all product types in urban South Florida neighborhoods.

A dynamic and dependable commercial real estate broker with over 15 years of commercial experience, he has demonstrated success pioneering new, emerging brokerage practices in complex, non-traditional niches - including condominium conversions in the early 2000's and urban land in the early 2010's.

He has a proven track record for successfully executing capital market transactions, having been involved in \$7 billion of assignments including some of the largest and most complex transactions in South Florida. His recent focus on urban land assignments has resulted in \$1 billion of transactions over the past since 2012.

PROFESSIONAL ACCOMPLISHMENTS

- Achieved higher price per acre for any land sale in Florida (Epic East)
- Brokered sale of one of the largest multifamily condominium conversion portfolios in Florida (Morgan Portfolio)
- Represented owner in sale of largest single multifamily value-add property in South Florida (Resort at Pembroke Pines)

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to Colliers, he co-led the land and multifamily practice at CBRE South Florida. Additionally, Gerard served as Chief Investment Officer for The Federated Companies, a national real estate investment group that developed and managed over 7,500 units of residential housing with an aggregate value of over \$1.5 billion.

He received his Master of Business Administration with majors in Finance and Entrepreneurship from the Wharton School at the University of Pennsylvania in May 1999. Gerard also received a Bachelor of Mathematics with a concentration in Information Systems in May 1992 from the University of Waterloo in Ontario, Canada.



Michael Nissley

EXECUTIVE VICE PRESIDENT
MANUFACTURED HOUSING GROUP
Colliers International



michael.nissley@colliers.com

QUALIFICATIONS

Licensed Real Estate Broker
State of Florida

AFFILIATIONS AND MEMBERSHIPS

Manufactured Housing Institute
(MHI)

CONTACT DETAILS

OFFICE +1 561 353 3650

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AREA OF EXPERTISE

Mike Nissley is an Executive Vice President and National Director of the Colliers Manufactured Housing Group and also leads the Marina Group. Mr. Nissley is responsible for execution of the team's marina and MHRV assignments. This includes strategic positioning of offerings, coordination of the financial and underwriting processes, and interaction with key decision makers within industry REITs, large institutional investment firms, family offices, developers and owner operators.

His unique understanding of both land sales & development as well as cash flow sales enable him to understand and clearly present complicated transactions. Mr. Nissley has been the integral part of more than \$2.0 billion of commercial real estate sales, including the recent closing of an 11-property Marina Florida portfolio that ranks as the largest-brokered marina transaction ever in the United States. In addition, Mr. Nissley has also sold the largest Marina portfolio in Canada for one of the largest Canadian pension funds.

BUSINESS AND EDUCATIONAL BACKGROUND

Before joining Colliers, he was the founder, national director & top producer and of the MHRV and Marina groups at CBRE for 10 years where he built the most dominant team in the industry. During his time at CBRE he expanded the manufactured housing group deeper into RV Communities and started the Marina Services Group.

Nissley began his career at Grubb & Ellis in Boca Raton, FL where he founded the national manufactured housing group, the first of its type in a major public commercial real estate company. Nissley quickly rose to become the top broker in the state of Florida for 3 consecutive years, top 50 broker in the US for 2 consecutive years.

Nissley earned a BBA in Business from Florida Atlantic University.



Kevin I. Morris

SENIOR VICE PRESIDENT
Colliers International



kevin.morris@colliers.com

QUALIFICATIONS

Florida Real Estate
Broker's License

CONTACT DETAILS

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AREA OF EXPERTISE

Spearheading the firm's Affordable Housing division, Kevin I. Morris brings more than 20 years of commercial real estate experience to his role for Colliers South Florida.

In the past ten years, he has narrowed his specialty, focusing on affordable housing property transactions. He has experience closing a broad range of project-based deals, including the Homeownership Assistance Program (HAP), Rural Development (RD 515), and Low-Income Housing Tax Credit (LIHTC) which included both General Partner interest transfers and fee simple sales.

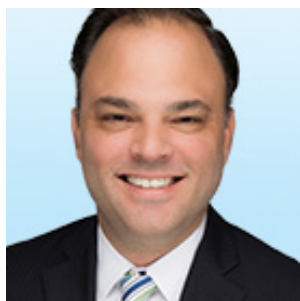
Building upon Kevin's foundation of knowledge and experience, the Affordable Housing division is positioned to help clients navigate the complexities of this niche property landscape - including strategic planning issues, development and tax matters, and intricacies of federal, state and local housing programs.

NOTEWORTHY RECENTLY-CLOSED DEALS

- Ramblewood Apartments / 14 Units HAP, Green Cove Springs, FL
- Landau Apartments / 80 Units HAP, Clinton, SC
- Center Court Apartments / 180 Units LIHTC, Bradenton, FL
- Pembroke Towers Apartments / 100 Units HAP + land, Pembroke Pines, FL

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers International South Florida, Kevin was Vice President of the Capital Markets Team for CBRE, also specializing in Affordable Housing transactions. Prior to CBRE, he worked for Marcus & Millichap, from 1996 to 2014.



Charles Badell MAI

MANAGING DIRECTOR | VALUATION & ADVISORY SERVICES
Colliers International



charles.badell@colliers.com

EDUCATION AND QUALIFICATIONS

MBA, Florida International University, Chapman Graduate School of Business

BABA, University of Florida, Warrington College of Business Administration

STATE CERTIFICATION

Florida

CONTACT DETAILS

DIR +1 786 517 4855

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AREA OF EXPERTISE

Charles Badell serves as Managing Director of Valuation and Advisory Service, with more than 17 years of Real Estate Appraisal and Consulting experience in South Florida counties of Miami-Dade, Broward, Palm Beach and Monroe.

He has extensive experience in financial analysis and valuation of commercial real estate throughout South Florida, including appraisal of fee simple, leased fee, and leasehold interests in real estate. Property types appraised include office, industrial, multi-family, retail, service-stations, hotels, self-storage facilities, assisted-living facilities, residential subdivisions, agricultural land, commercial land and proposed construction.

EXPERIENCE

- 2015-present: Colliers International Valuation & Advisory Services | Managing Director
- 2014-2015: Integra Realty Resources | Associate Director
- 2011-2014: Integra Realty Resources | Senior Analyst
- 2008-2011: Miami Appraisal Service | VP Commercial Division
- 1999-2011: Miami Appraisal Service | Staff Appraiser

PROFESSIONAL MEMBERSHIPS AND ACCREDITATIONS

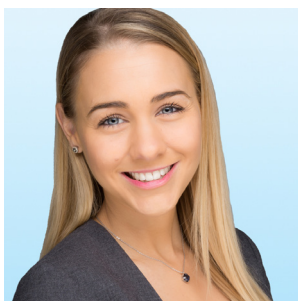
- Appraisal Institute Member (2011)
- Appraisal Institute Leadership Development Advisory Council (LDAC) 2012-2014
- Board of Directors, South Florida Chapter of Appraisal Institute (2016-current)

APPRAISAL INSTITUTE COURSES

- The Economic Engines of Miami-Dade County
- 7-Hour National USPAP Update
- General Demonstration Report-Capstone
- Advanced Income Capitalization
- Advanced Market Analysis and Highest and Best Use
- Advanced Concepts and Case Studies General Appraiser Report Writing and Case Studies

OTHER RELATED COURSES

- Appraisal of Self Storage Facilities
- Appraisal of Assisted Living Facilities
- Florida Appraisal Laws and Regulations
- Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting
- Appraising and Analyzing Office Buildings for Mortgage Underwriting



Verity Mosquera MBA

RESEARCH & CONSULTING MANAGER
Colliers International



verity.mosquera@colliers.com

EDUCATION AND QUALIFICATIONS

MBA, International Business
St. Thomas University

LLB Law
Anglia Ruskin University

AFFILIATIONS OR MEMBERSHIPS

Urban Land Institute (ULI)

CONTACT DETAILS

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AREA OF EXPERTISE

Accomplished business analyst and project manager, Verity Mosquera, uses her experience in analytics, leadership and international business to monitor the global economy and its impact on the commercial real estate market.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers International, Verity worked for The Washington Economics Group, Inc., where she led a team of eight economists as Manager of Client Services to prepare detailed economic impact analyses of a number of high-profile transportation and real estate projects in South Florida including SkyRise Miami and All Aboard Florida. Other notable South Florida clients she has worked with include Tate Capital, Odebrecht, Miami-Dade Expressway Authority and the International Speedway Corporation.

Previously, Verity was a data analyst for Equity Insurance in Brentwood, UK, and served in the office of the Dean at St. Thomas University's School of Business in Miami Gardens, Florida.

Verity earned a Masters of Business Administration with a focus on International Business from St. Thomas University, and a Bachelor of Laws from Anglia Ruskin University's School of Law in London. Verity is currently earning her Commercial Property Research Certification (CPRC) through Colliers University.

PROFESSIONAL ACCOMPLISHMENTS

Verity played an instrumental role in the research, analysis and management of the following sample economic impact studies:

- Economic Impacts of the All Aboard Florida Intercity Passenger Rail Project
- The Economic Impacts of the MDX FY 2015-2019 Five Year Work Program: Providing Mobility Solutions to the Miami Dade County Community

COMMUNITY INVOLVEMENT

Verity has a passion for teaching and mentoring. While earning her MBA at St. Thomas University, Verity served as president of Future Business Leaders of America - Phi Beta Lambda and spoke numerous on business and women career issues. She is the recipient of the Outstanding Graduate Award and the Women in Leadership Award in recognition to her commitment to St. Thomas University.

Most recently, Verity served as an adjunct professor for Miami Dade College School of Business teaching Principles of Management to undergraduate students pursuing their Bachelor's degree in Business Administration.



Kris Mitchell CPMC

MARKETING MANAGER | SOUTH FLORIDA
Colliers International



kris.mitchell@colliers.com

EDUCATION OR QUALIFICATIONS

Commercial Property
Marketing Certification
(CPMC)

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AREA OF EXPERTISE

Kris has over seven years of experience in client service and marketing. As Marketing Manager, he is responsible for leading marketing for the South Florida region and supporting brokers and clients in four key marketing areas that include pitches & presentations, property marketing, positioning, and internal & external communications. He is also the content manager for the firm's South Florida website. Kris is responsible for site updates, maintenance and improvements, as well as, online lead generations and search engine optimization.

Kris has been instrumental in the creation and implementation of new marketing templates for the South Florida team. He also works alongside market leaders in creating digital and print advertising, including property, lead generation, recruitment and website campaign ads.

PROFESSIONAL ACCOMPLISHMENTS

- Introduced a cloud-based electronic signatures platform to improve efficiency and in turn, extend that great experience to our clients
- Created and implemented new marketing templates
- Improved overall SEO performance for the firm's website within three months of implementation including a 200% increase in organic page views
- Received his Commercial Property Marketing Certification (CPMC) through Colliers University

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers, Kris was the Store Manager for FedEx Office in Hollywood FL, where he oversaw the center's daily operations. His main goal as a store manager was to grow and develop his team as future leaders of the company. He also worked at Bank of America as a Customer Relationship Manager where he was responsible for allocating modifications for homeowners who are behind on their mortgage. Kris is currently pursuing his Bachelor's Degree in Advertising/Marketing. He also earned his Commercial Property Marketing Certification (CPMC) through Colliers University.

COMMUNITY INVOLVEMENT

Kris is actively involved in his Church Community. He served as a team leader for the Youth at his Church planning activities and events to help encourage young teens to be involved in music arts.

Kris also works with the church by participating in their community events such as the "Feed the City" and "Serve the City," to give back to less fortunate families and organizations.



Leah Dellis

MARKETING COMMUNICATIONS SPECIALIST
Colliers International South Florida



leah.dellis@colliers.com

EDUCATION

B.S., Management &
Communications
Rensselaer Polytechnic
Institute

CONTACT DETAILS

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AREA OF EXPERTISE

Based out of the Miami office of Colliers International, Leah Dellis is a Marketing Communications Specialist focused on development and implementation of strategic marketing and public relations opportunities with the South Florida brokerage teams.

With a diverse background rooted in commercial real estate, Leah has experience spanning transaction and portfolio management, consulting, marketing, public relations and CRE technology.

BUSINESS AND EDUCATIONAL BACKGROUND

Most recently as a Senior Account Manager at New York-based Hightower Inc., Leah managed the SaaS account relationship for a premier roster of CRE owners and their leadership teams. As the client-facing key representative on these accounts, she customized playbooks to create success targets and facilitate the end-to-end deployment of the platform, including data migration, user-reporting and structured feedback in conjunction with product support.

Prior to Hightower, Leah served in multiple roles within the New York office of Colliers International, first as a Director of the Tri-State Consulting Group and later, as Account Operations Manager with the Corporate Solutions team. While there, she was responsible for the ongoing support and management of multi-market transaction activities on behalf of Colliers Corporate

Solutions clients, liaising between the CS service lines and local market experts to drive informed portfolio analysis and planning.

Leah's career began in leasing and development, where she spearheaded the marketing program for a 1.7 million SF Class A office park in Albany, N.Y. There, she also project managed and bid out select capital improvement projects in the park.

Leah studied International Business at SDA Bocconi in Milan, Italy, and received a Bachelor of Science in Management with minor in Communications from Rensselaer Polytechnic Institute (RPI) in Troy, N.Y.

COMMUNITY INVOLVEMENT

Leah is an active volunteer with Climb for Memory, a nonprofit organization that supports research and awareness for Alzheimer's disease.

A transplant from New York City and fitness enthusiast, she also regularly participated in charity fundraising events for Team Dangerous, a community-focused fitness organization that gives back to health causes, such as the National Childhood Obesity Foundation and other similar localized causes.



Amanda McFarlane

ADMINISTRATIVE MANAGER | South Florida
Colliers International



amanda.mcfarlane@colliers.com

EDUCATION AND QUALIFICATIONS

B.S. Business Administration,
Post University

Notary Public

CONTACT DETAILS

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AREA OF EXPERTISE

Amanda McFarlane is an Administrative Manager for the South Florida operations of Colliers International, based out of the Miami office. As our region continues to grow, Amanda provides the vital support and coordination for the operational side of our business, ranging from office equipment and purchasing, new-hire orientation, office events and vendor relationships, among others.

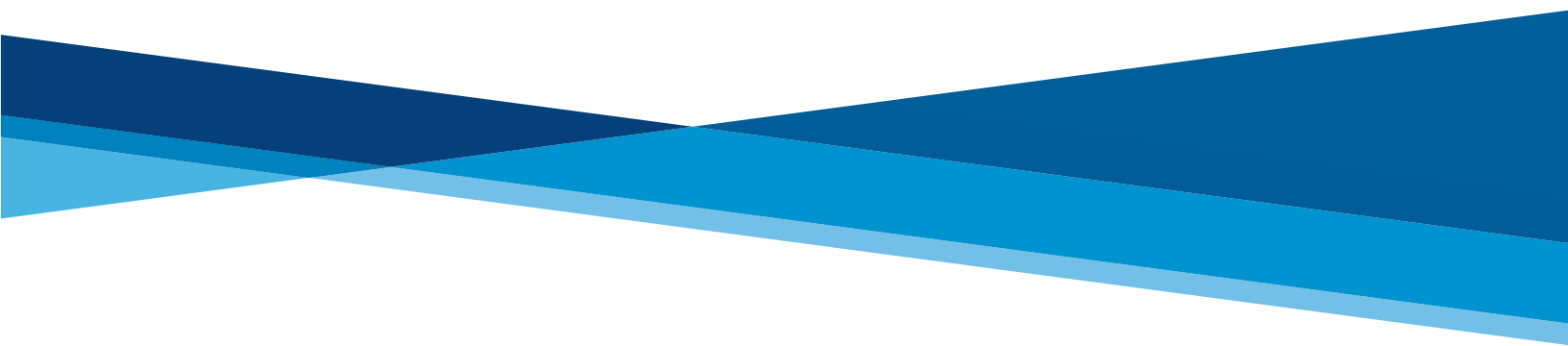
EXPERIENCE

Prior to joining Colliers, Amanda served as Office Manager for IDI Gazeley, a major investor and developer of logistics warehouses and distribution parks, where she oversaw all office operations, including budgeting, expense management and closely monitored and managed office equipment, subscriptions and the firm's local website, among other roles. She is organized and well-versed in the a wide-range of operational duties, experience she draws from prior roles as Office Manager with BG Architecture and Executive Assistant with DaVita Laboratories.

EDUCATION

Amanda holds a Bachelor of Science in Business Administration from Post University in Waterbury, CT, and is certified in Microsoft Project. Additionally, she is a Notary Public.

APPENDIX B





RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

THE BRANCH OFFICE HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

COLLIERS INTERNATIONAL SOUTH FLORIDA LLC

COLLIERS INTERNATIONAL SOUTH FLORIDA
200 EAST BROWARD BOULEVARD
SUITE 120
FORT LAUDERDALE FL 33301

LICENSE NUMBER: BQ2030083

EXPIRATION DATE: MARCH 31, 2018

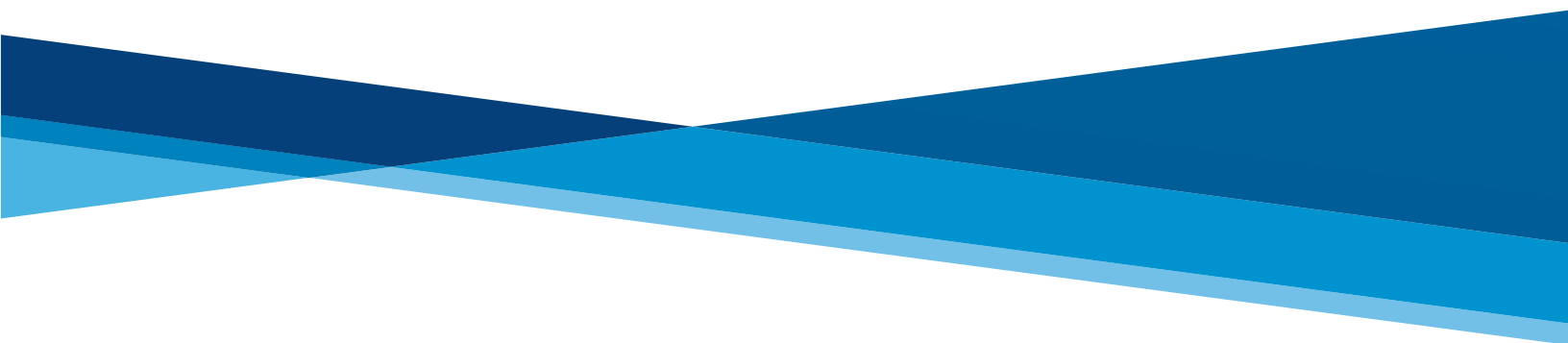
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APPENDIX C



COLLIERS INTERNATIONAL



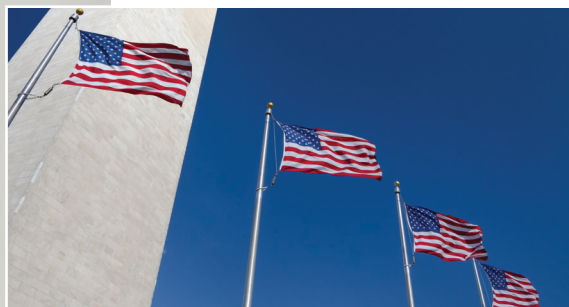
Government Solutions *Specialized Real Estate Services*

Accelerating success.

Public Service

The government real estate sector is the largest in the United States. It's also the most complex because the government's procedures for acquiring, managing and disposing of real property are subject to layers of regulations, policy, legislation and executive orders. Making sense of it all can be challenging, but Colliers' Government Solutions team understands how to chart a path to successful execution. In everything we do, we apply a team approach, leveraging the depth and experience of Colliers' large and diverse global platform.

Our platform consists of six services specifically focused on government real estate: Leasing, Investment Sales, Property Management, Project Management, Appraisal and Tax Appeal.



Our Service Platform

LEASING

Colliers Government Solutions understands government acquisition regulations and the strict performance requirements of the federal lease form. Our team does more than just execute transactions – we pride ourselves on ensuring each lease’s long-term integrity. We stay abreast of all changes in government policy and procedure to advise our clients how to plan, budget, and position their properties to attract and retain federal tenants. Our mission is to provide integrated services that maximize property value and exceed our clients’ investment objectives.

PROJECT MANAGEMENT

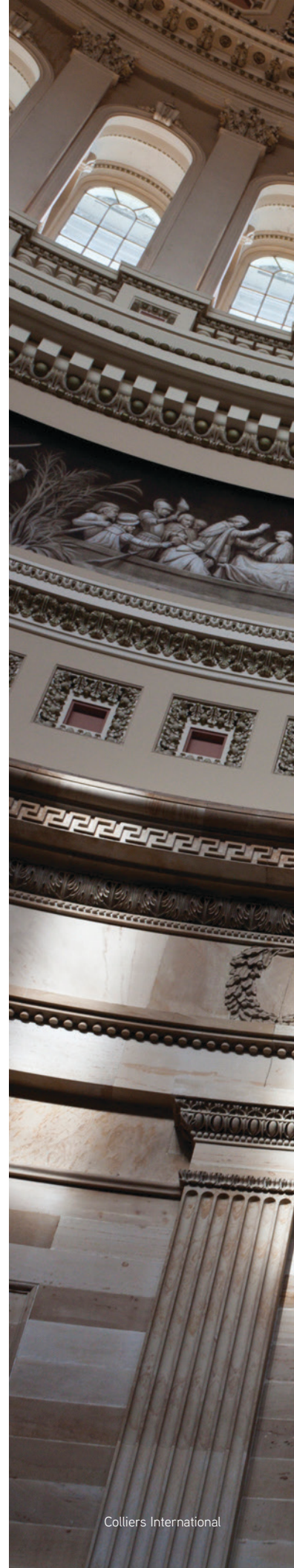
A unique feature of government leases is that they typically require that property owner to be responsible for the tenant’s buildout or alterations, both at the outset of the lease and throughout its term. Therefore, it’s essential to have a skilled project management team on call. Colliers Government Solutions provides professionals experienced with the unique challenges of government assignments, such as small business subcontracting, managing multiple stakeholders within GSA and the tenant agencies, and keeping to the schedule.

On-time completion is essential, especially when the government’s lease commencement is predicated on acceptance of their finished space. The Colliers team creates a positive and collaborative working relationship with the government early in the process, actively leading the technical aspects of the design, construction, and occupancy in order to achieve the project objectives. We also make life easy for all parties by planning and coordinating all project deliverables, approvals, budgets, schedules, control mechanisms, resource requirements and communications.

INVESTMENT SALES

To yield the highest value and best deal execution Colliers Government Solutions offers GSAXCHANGE, a team of sales professionals specializing solely in the sale of government-leased properties.

The GSAXCHANGE team accelerates clients’ success by providing a deep understanding of factors associated with government-leased real estate, utilizing local market knowledge and leveraging Colliers’ national presence. Our business strategy is geared to the acquisition and sale of government-leased properties nationally providing marketing exposure to thousands of government property owners and investors throughout the United States and overseas.





PROPERTY MANAGEMENT

As part of the Colliers Government Solutions platform our property managers are trained specifically to administer government leases and resolve common conflicts. We keep our management team abreast of changes in the government's leasing policy and we ensure our budgets anticipate future capital needs relating to evolving requirements. Most importantly, we manage properties well. Colliers Real Estate Management Services implements best practices learned from the management of more than 1 billion square feet worldwide.

APPRAISAL

Colliers Government Solutions valuation team is headed by a single point of contact, which leverages the industry-leading Colliers International Valuation and Appraisal Services organization, consisting of 25 regional hubs in the United States. Combine this with market research support from Colliers' 115 U.S. offices and our coverage is among the very best in the nation.

When you need accurate appraisals tailored to the unique features of government-leased properties, Colliers Government Solutions is the market leader.

TAX APPEAL

Teaming with Colliers Government Solutions provides a tax appeal offering tailored to the needs of government-leased property owners. The Colliers-McIntosh partnership combines its skills to ensure that the unique aspects of the government lease are valued—and taxed—appropriately. Flat rent structures, rolling termination rights, "subject to annual appropriations" clauses, building shell expenses, operating risk and other lease factors are addressed as part of the appeals process. Further, McIntosh leverages Colliers' national government sales database to support its tax reduction proposals. Colliers is the only U.S. firm to provide tax appeal services designed specifically for government property owners.

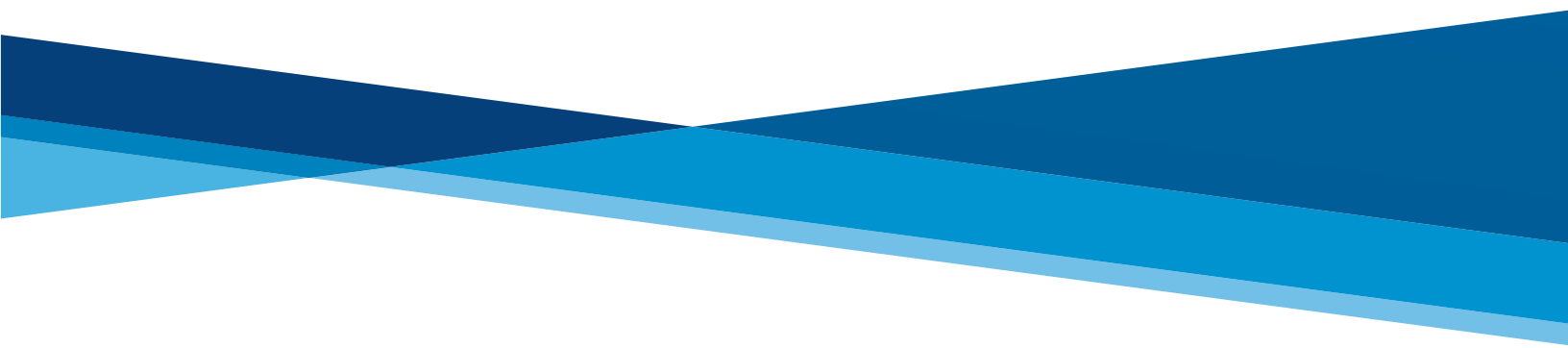




The responsibility of the development, marketing, and execution of every assignment is shared across the GSAXCHANGE team. By providing multiple points of contact to the investment marketplace, the GSAEXCHANGE covers the full spectrum of prospective purchasers of government-leased property across all regions of the country. Through our Sharepoint Investor Tracking and daily communication and collaboration across the team, we are able to provide the client with constant, real-time information and feedback from the marketplace that no other service provider can match. Your GSAEXCHANGE team constantly delivers:

- UNMATCHED MARKET KNOWLEDGE** - Across the entire spectrum of the government-leased asset marketplace.
- EXPERIENCED TEAM** - Our Team has executed multiple large-scale and complicated transactions and assignments.
- BUYER & SELLER REPRESENTATION EXPERIENCE** - We know BOTH sides of the negotiating table.
- PROGRAMMATIC APPROACH** - Disciplined, detailed and “Best Outcome” driven.
- FOLLOW-THROUGH AND ACCOUNTABILITY** - Transparency and communication throughout the assignment.
- COMMITTED TO MINIMIZING OR ELIMINATING RISK** - Allows the client to focus on their core business.
- PROVEN ANALYTICS** - Market knowledge and experience translates into reliable accuracy.

APPENDIX D



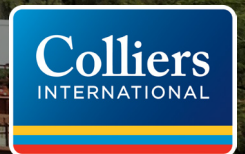


COLLIERS INTERNATIONAL
AFFORDABLE HOUSING GROUP

Seattle, WA

Irvine, CA

Fort Lauderdale, FL



EXPERTISE THROUGH SPECIALIZATION

With over \$2.6 billion in closed commercial multifamily transactions and a combined industry experience of 75 + years, the majority of which have been in affordable housing, the Affordable Housing Group has earned a strong reputation across the country. The Affordable Housing Group is regarded as one of the industry's leading HUD, LIHTC, and Affordable multifamily investment groups in this highly specialized community. The Affordable Housing Group has extensive hands-on experience in the sale of LIHTC and multifamily properties with Project Based Section 8, HUD Insured debt, state agency financed and value-add subsidies. By commanding industry expertise, the Affordable Housing Group is able to execute the sale and restructuring of the highly complex transactions with ease. The group's understanding of how the financing, rent subsidy contracts, use restrictions, state agency issues, sources of gap financing, property tax adjustments, and other elements of each property impact the value of the real estate has been essential to its success. In this, the Affordable Housing Group has a long history of successfully navigating through the maze of encumbrances, soft money sources, regulatory restrictions, and tenant income covenants to consummate the transaction and produce substantial value for the clients.



Underwriting & Due Diligence

We perform thorough evaluation of our client's properties, all financial statements, assess against local industry standards, and complete financial underwriting which presents the asset in the best possible light - all while maintaining credibility with potential purchasers. We skillfully identify hidden value that is typically not visible to others by bringing the strongest perspective on market trends, thorough understanding of the property, and effective analysis to bear. This translates into enhanced certainty in our transactions and the highest value possible in the market.

Client - Centric Approach

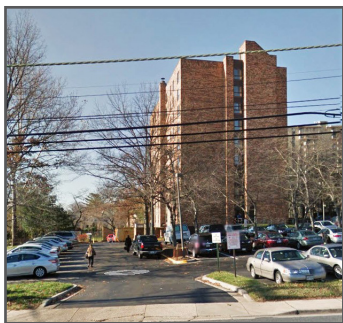
We understand that information is vital to every client. By combining experience and staying on the cutting edge of ever-changing regulations, trends, and market research, we deliver real expertise and in-depth understanding of our client's requirements and investment needs. We actively reach out to the community, using our nationwide network to ensure the best possible fit for the deal.

Customized Marketing Strategies

While marketing our client's properties, we leave no stone unturned until it has been exposed to all potential buyers and brokers. We regularly update our database of buyers through tracking public information of transactions with HUD and LIHTC properties. We utilize every medium of advertising technology and actively reach out to those in the industry to ensure that we find the best fit. Through this method, the Affordable Housing Group has consistently delivered multiple offers, creating a competitive bid environment in every one of our transactions.

AFFORDABLE HOUSING GROUP

The Affordable Housing Group Selected Transactions



Lakeview Apartments
10250 Westlake Dr, Bethesda, MD

Sale Price:	\$34,000,000
Units:	152
Price Per Unit:	\$223,684
Classification:	Section 8



Miracle Terrace
225 S. Western Ave, Anaheim, CA

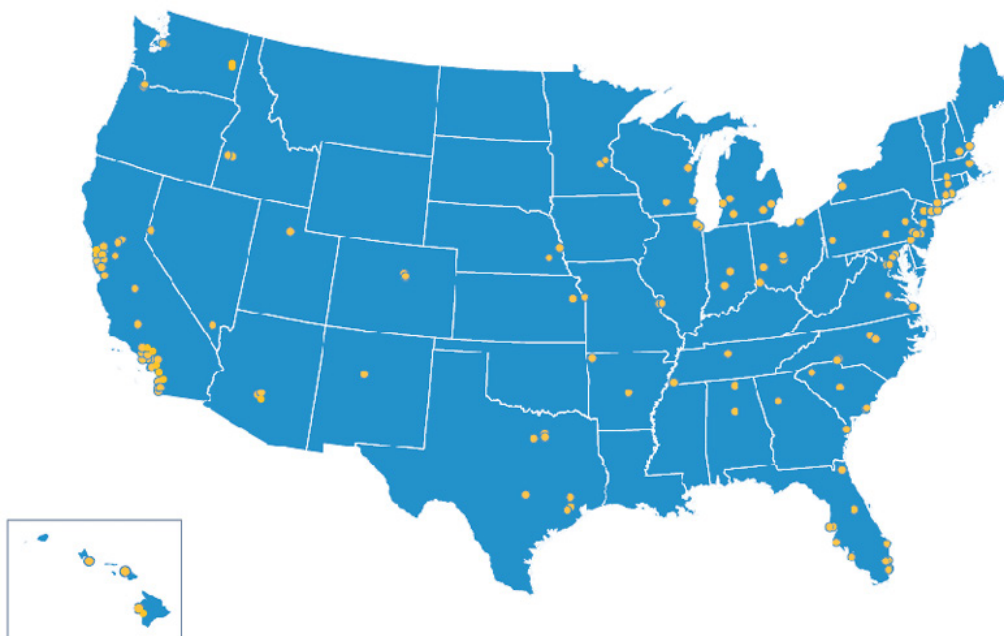
Sale Price:	\$37,250,000
Units:	179
Price Per Unit:	\$208,100
Classification:	HUD 236



Centre Court Apartments
4255 W, 52nd Place, Bradenton, FL

Sale Price:	\$12,250,000
Units:	180
Price Per Unit:	\$60,056
Classification:	LIHTC

At A Glance



Over **75+** Years
Combined Experience

\$2.6 Billion in
Affordable Transactions

300+
Affordable Closings

11,000+
Units Sold

The Affordable Housing Group Selected Transaction History

Village on the Green	264	\$49,500,000
Village on the Green Apartments	265	\$43,000,000
Miracle Terrace	179	\$37,250,000
Oak View of Sonoma Hills	208	\$35,500,000
Monterra Springs Apartments	111	\$30,100,000
Woodpark	128	\$22,250,000
Buena Vida at Town Center	115	\$21,500,000
Cypress Village	88	\$20,900,000
Bellflower Friendship Manor	170	\$19,149,999
Il Pompeii Luxury Apartments	111	\$19,000,000
Norwalk Christian Towers	185	\$19,000,000
Renaissance Park	127	\$18,500,000
Harborscape Apartments	88	\$16,500,000
Pebble Cove	112	\$16,500,000
Buckingham	83	\$15,500,000
Vista Alicante	100	\$14,350,000
Spokane Portfolio	168	\$12,500,000
Country Club Apartments	91	\$10,200,000

Lakeview Apartments	152	\$34,000,000
Crestview Apartments	1000	\$32,000,000
Washington State Portfolio	151	\$29,200,000
Hanover Square	199	\$27,000,000
Viewpoint Senior Apartments	114	\$20,000,000
Key Largo Apartments	132	\$16,000,000
Las Brias Apartments	120	\$14,500,000
Triangle Terrace	75	\$13,500,000
Meridian Manor	101	\$12,050,000
Indio Gardens	150	\$10,200,000
Liguitti Senior Apartments	139	\$9,100,000
Elise Mason Manor	150	\$7,500,000
Whitney Young	200	\$7,400,000
Omaha Amber Apartments	150	\$5,800,000
Briarwood Apartments	100	\$4,500,000
Silver Lake Apartments	88	Confidential
Square Apartments	86	Confidential
Orange Gardens	160	Confidential



AFFORDABLE HOUSING GROUP

**JAMES T. LAMPMAN** | Senior Vice President | Affordable Multifamily Specialist

Seattle, WA Office | 206-233-1434 | james.lampman@colliers.com

Jim has over 30 years of commercial real estate experience specializing exclusively in affordable housing real estate nationwide. His expertise includes all forms of multi-housing for seniors - both affordable and care facilities - as well as affordable housing for families. From assets under IRS Section 42 Low Income Housing Tax Credit (LIHTC) properties to federally subsidized properties under HUD's Section 8 program, Jim has substantial experience working a variety of deal types.

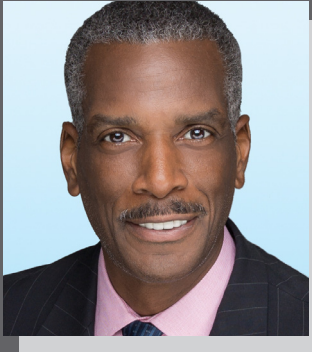
Jim has transacted over 250 affordable housing deals spanning across more than 28 states. His team's sole focus is on marketing of expiring LIHTC projects coming out of tax credit usage and the preservation of Section 8 projects. Throughout his career, Jim has developed a broad database of owners and buyers by monitoring all Section 42 LIHTC and Section 8 Project ownership and buyers nationwide. In this manner, Jim is able to consistently find the most suitable and qualified buyer for each property that he represents.

**JOHN L. NGUYEN** | Senior Vice President | Affordable Multifamily Specialist

Irvine, CA Office | 949-724-5581 | john.l.nguyen@colliers.com

John serves as a Senior Vice President for Colliers International. John specializes in HUD-Affordable transactions and is a HUD-Affordability Multifamily Specialist with the Affordable Housing Group. After making his mark as rookie of the year and consistently ranking as one of the top multifamily agents at another national brokerage firm, John paved the direction of his team towards affordable housing because of the inefficiencies in the marketplace. Since his team's sole focus on affordable housing, they have been able to provide best in class service.

John is regarded as one of the industry's leading HUD & Affordable multifamily investment group in this highly specialized community. John has extensive hands-on experience in the sale of multi-family Project Based Section 8, HUD-Insured, state agency financed, and value-add subsidized properties. By commanding industry expertise, John is able to execute the sale and restructuring of the highly complex transactions with ease. His understanding of how the financing, rent subsidy contracts, use restrictions, property taxes, and other elements of each property, impact the value of the real estate and has been essential to his success and long history of consistently producing substantial value for the clients.



KEVIN I. MORRIS | Senior Vice President | Affordable Multifamily Specialist

Fort Lauderdale, FL Office | 954-652-4626 | kevin.morris@colliers.com

Kevin brings more than 20 years of commercial real estate experience to his role in the Affordable Housing Group. In the past 10 years, he has narrowed his specialty to focus solely on affordable housing transactions. Kevin has experience closing a broad range of project-based deals, including the Homeownership Assistance Program (HAP), Rural Development (RD 515), and Low-Income Housing Tax Credit (LIHTC) which includes both General Partner interest transfers and fee simple sales.

With his foundation of knowledge and experience combined with the Affordable Housing Group platform, Kevin is positioned to help clients navigate the complexities of this niche with expertise. Kevin's in-depth understanding of strategic planning issues, development and tax matters, and the intricacies of federal, state, and local housing programs are just a few of the aspects that set Kevin apart from his competitors.



JESSE ELSANHUTY | Vice President | Affordable Multifamily Specialist

Irvine, CA Office | 949-724-5590 | jesse.elsanhuty@colliers.com

Jesse has more than 7 years of successful experience and increasing responsibility. He began his career focusing on the sale of multifamily properties in Southern California; however, after just a few years, Jesse recognized a demand in communities across the nation for affordable housing specialists. He joined the Affordable Housing Group and re-positioned his target to the brokerage of project-based Section 8 properties and government subsidized housing.

Jesse has made a name for himself with his ability to consistently meet and exceed client expectations and demonstrate a keen knowledge of his product type. While he has represented a wide spectrum of owners from principals to public and private institutions, investors and syndication groups, state agencies and housing authorities, Jesse's true expertise lies within representing nonprofit organizations. He understands the intricacies of working alongside decision makers to form a plan that will help to preserve the legacy of the property, while also maximizing the value.

AFFORDABLE HOUSING GROUP

The Affordable Housing Group Selected Transactions

**SIERRA MARANGOLA** | Client Services Coordinator

Irvine, CA Office | 949-724-5591 | sierra.marangola@colliers.com

Sierra serves as the Client Services Coordinator for the Affordable Housing Group. With an in-depth background in marketing, graphic design, and client relations, Sierra has been integral in fostering the growth of the Affordable Housing Group.

As the Client Services Coordinator, Sierra collaborates with all parties in the transaction for an efficient transaction process. Before escrow, she works closely with both buyer and seller representatives to ensure that all required documentation is in good order for a smooth transition throughout the transaction process. Active involvement continues during escrow; general oversight, tracking, coordination of all due diligence materials, coordination between escrow companies and mortgage brokers, and tending to client needs and requests are just a few of the ways that Sierra is involved.

**MARGUIE DELGADO** | Client Services Coordinator

Fort Lauderdale, FL Office | 954-652-4625 | marguie.delgado@colliers.com

Marguie serves as a Client Services Coordinator for the Affordable Housing Group at it's Fort Lauderdale office. With experience in commercial real estate research, Marguie strengthens the core research group with a focus on Affordable Housing and provides brokerage support.

Marguie provides support for the group by gathering and analyzing data to create focused market reports, as well as gather property due diligence for client deliverables. She spearheads the planning and implementation of direct mailing campaigns in strategic targeted markets to raise awareness of the group and its transactions. Marguie also supports sales associates with the use of industry software platforms and conducts business development outreach based on her prospect data.

The Affordable Housing Group Selected Transaction History



PETER KOHLY | Research Analyst

Irvine, CA Office | 949-724-5595 | peter.kohly@colliers.com

Peter joined the Affordable Housing Group as a Research Analyst. With a background in both commercial real estate and finance, Peter is a well-rounded addition to the group.

Peter's main function is to conduct nationwide market research. Keeping a finger on the pulse of overall market behavior, Peter understands national trends as well as the intricacies of local markets. He maintains the property database and ensures the accuracy of all its information. In addition to research functions, Peter provides support to the Client Services Coordinator in marketing and client services efforts.



MARNIE MILLER | Underwriter Analyst

As the Underwriter Analyst for the Affordable Housing Group, Marnie plays an important role in the beginning stages of prospective projects.

Working closely with the brokers, Marnie determines the financial feasibility of prospective projects by preparing financial analysis and operating pro-formas, as well as development budgets. Using her years of experience, Marnie is diligent in her analysis and consistently delivers the best possible value estimates for a project.

Marnie's extensive knowledge of this field stems from her experience in the financing and execution of over \$1 billion in project transactions.



CONTACT DETAILS

MAIN +1 954 652 4600

FAX +1 954 652 4637

Colliers International South Florida, LLC
200 East Broward Boulevard, Suite 120
Fort Lauderdale, FL 33301

Commercial Real Estate Services

www.colliers.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AGREEMENTS WITH ADVANCED MULTI SIGN CORP. AND DON BELL SIGNS LLC FOR SIGNAGE PRODUCTION AND REPLACEMENT FOR CITY REBRANDING EFFORTS RELATED TO CITY REQUEST FOR QUALIFICATIONS (RFQ) NO. 18-013

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Bid Award Memo - RFP 18-013, R-2018- Advanced Multi Sign Corp. and Don Bell Signs Bid Award for RFP 18-013 Signage Production and Replacement, RFP 18-013 Ranking Sheets , Advanced Multi Sign Corp. Agreement for Signage Production & Replacement RFQ 18-013, Don Bell Signs Agreement for Signage Production & Replacement RFQ 18-013



CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: December 11, 2018

TO: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

FROM: Robert Baldwin, City Manager

BY: Rickelle Williams, CRA Executive Director

SUBJECT: Recommendation of Award – RFQ No. 18-013 Signage Production and Replacement for City Rebranding Efforts

Background

On June 12, 2018, the City Commission adopted Resolution No. 2018-079 authorizing the advertisement for a capital improvement project to produce and create signage as part of the Rebranding Initiative. The City posted and advertised Request for Qualifications (“RFQ”) No. 18-013 on the City of Dania Beach’s website, Demand Star and in the Sun-Sentinel newspaper on October 4, 2018.

A non-mandatory pre-bid meeting was conducted on October 17, 2018. The bid opening was held on Friday, November 2, 2018 at 10:30 a.m. and four (4) bidders submitted their respective qualifications. The Selection Committee held a review meeting on November 7, 2018 at 11:00 a.m. at City Hall to evaluate the four (4) submittals received.

The Selection Committee discussed and scored the proposals. Scores were then tallied. The Selection Committee found two (2) of the four (4) respondents, Advanced Multi Sign Corp. and Don Bell Signs LLC, to be qualified and responsive, each having the capacity to provide signage production and replacement services for City rebranding efforts.

Recommendation

Award the bid for RFQ No. 18-013 Signage Production and Replacement for City Rebranding Efforts to Advanced Multi Sign Corp. and Don Bell Signs LLC under continuing services agreements.

Attachments

Bid Tabulation and Evaluation Scoring Sheets
Continuing Services Agreements

RESOLUTION NO. 2018-181

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AGREEMENTS WITH ADVANCED MULTI SIGN CORP. AND DON BELL SIGNS LLC FOR SIGNAGE PRODUCTION AND REPLACEMENT FOR CITY REBRANDING EFFORTS RELATED TO CITY REQUEST FOR QUALIFICATIONS (RFQ) NO. 18-013; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting; and

WHEREAS, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, whose members also serve as members of the City Commission, requested that the CRA assume responsibility for the rebranding initiative; and

WHEREAS, on February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts and implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative; and

WHEREAS, at the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, at the March 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding to implement the rebranding initiative; and

WHEREAS, on June 12, 2018, the City Commission adopted Resolution No. 2018-079 authorizing the advertisement for a capital improvement project to produce and create signage as part of the Rebranding Initiative; and

WHEREAS, the City posted and advertised Request for Qualifications ("RFQ") No. 18-013 on the City of Dania Beach's website, Demand Star and in the Sun-Sentinel newspaper on October 4, 2018; and

WHEREAS, a non-mandatory pre-bid meeting was conducted on October 17, 2018 at 10:00 a.m. at City Hall; and

WHEREAS, the bid opening was held on Friday, November 2, 2018 at 10:30 a.m.; and

WHEREAS, four (4) bidders submitted their respective qualifications; and

WHEREAS, the Selection Committee held a review meeting on November 7, 2018 at 11:00 a.m. at City Hall to evaluate the four (4) submittals received; and

WHEREAS, the Selection Committee found two (2) of the four respondents, Advanced Multi Sign Corp. and Don Bell Signs LLC, to be qualified and responsive, each having the capacity to provide signage production and replacement services for City rebranding efforts; and

WHEREAS, the Selection Committee recommends two (2) qualified consultants as presented in the attached Ranking Sheets, referred to as Exhibit “A” and incorporated by this reference; and

WHEREAS, the City will enter into a “continuing contract” with each company allowing the City to terminate any contract after notice; and

WHEREAS, funding is proposed in the Promotional Activities Branding Initiative Account No. 001-18-00-519-48-15;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City determined that Advanced Multi Sign Corp. and Don Bell Signs LLC are qualified to perform services under RFQ No. 18-013 “Signage Production and Replacement for City Rebranding Efforts.”

Section 3. That the proper City officials are authorized to execute continuing services agreements between the City of Dania Beach and the qualified firms, Advanced Multi Sign Corp. and Don Bell Signs LLC, which are listed in Exhibit “A”.

Section 4. That the City Manager, CRA Executive Director and CRA Attorney are authorized to make minor revisions to such contract documents that are deemed necessary and proper for the best interest of the City.

Section 5. That funding is planned and appropriated in the Promotional Activities Branding Initiative Account No. 001-18-00-519-48-15.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



RFP 18-013 Ranking Sheet
"Signage Production and Replacement for City Rebranding Efforts"
November 7, 2018

Overall Scores and Ranking

	Proposer	Actual Score	Ranking
1.	Advanced Multi-Sign	269	2
2.	Don Bell Signs LLC	272	1
3.	Expose Yourself	Non-responsive	
4.	New sign Solutions, Inc.	Not responsive	

Verified by: Jania A Stevens 11/7/18



RFP 18-013 Ranking Sheet
"Signage Production and Replacement for City Rebranding Efforts"
 November 7, 2018

Proposer: Advanced Multi-Sign

	Evaluation Category	Max Score	Score: Ronnie Navarro	Score: DeAndrae Spradley	Score: Rickelle Williams	Max Grand Total	Actual Grand Total
1.	Qualification of Respondent: Years in Business, Office location and licenses	20	16	20	20	60	56
2.	Qualification of Respondent's Project Team: Personnel to be used for the project, project manager, and sub-consultants including pertinent training, skill and experience.	20	14	20	18	60	52
3.	Respondent's experience with providing signage production and replacement services for local governments with evidence of having completed a minimum of five (5) projects providing signage production inclusive of design, fabrication and installation for local governments, public or private entities of a similar or larger scope, size and complexity	30	24	30	28	90	82
4.	Approach and methodology to the Project.	30	25	28	26	90	79
5.	TOTAL	100	79	98	92	300	269



RFP 18-013 Ranking Sheet
"Signage Production and Replacement for City Rebranding Efforts"
November 7, 2018

Proposer: Don Bell Signs LLC

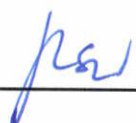
	Evaluation Category	Max Score	Score: Ronnie Navarro	Score: DeAndrae Spradley	Score: Rickelle Williams	Max Grand Total	Actual Grand Total
1.	Qualification of Respondent: Years in Business, Office location and licenses	20	18	20	18	60	56
2.	Qualification of Respondent's Project Team: Personnel to be used for the project, project manager, and sub-consultants including pertinent training, skill and experience.	20	16	20	20	60	56
3.	Respondent's experience with providing signage production and replacement services for local governments with evidence of having completed a minimum of five (5) projects providing signage production inclusive of design, fabrication and installation for local governments, public or private entities of a similar or larger scope, size and complexity	30	25	28	30	90	83
4.	Approach and methodology to the Project.	30	25	26	26	90	77
5.	TOTAL	100	84	94	94	300	272



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

RFP 18-013 Ranking Sheet
"Signage Production and Replacement for City Rebranding Efforts"
November 7, 2018

Selection Committee Member: RONNIE S. NAVARRO

Signature: 

	Evaluation Category	Max Score	Advanced Multi-Sign	Don Bell Signs LLC	Expose Yourself	New Sign Solutions, Inc.
1	Qualification of Respondent: Years in Business, Office location and licenses	20	16	18	NON-RESPONSIVE	
2	Qualification of Respondent's Project Team: Personnel to be used for the project, project manager, and sub-consultants including pertinent training, skill and experience.	20	14	16	—	
3	Respondent's experience with providing signage production and replacement services for local governments with evidence of having completed a minimum of five (5) projects providing signage production inclusive of design, fabrication and installation for local governments, public or private entities of a similar or larger scope, size and complexity	30	24	25	—	
4	Approach and methodology to the Project.	30	25	25	—	
5	TOTAL	100	79	84		



DANIA BEACH
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RFP 18-013 Ranking Sheet
"Signage Production and Replacement for City Rebranding Efforts"
November 7, 2018

Selection Committee Member: DEANDRAE SPRADUEY

Signature: Deandrae Spraduey

	Evaluation Category	Max Score	Advanced Multi-Sign	Don Bell Signs LLC	Expose Yourself	New Sign Solutions, Inc.
1	Qualification of Respondent: Years in Business, Office location and licenses	20	20	20	NON RESPONSIVE - INCOMPLETE SUBMITTAL	NON RESPONSIVE - INCOMPLETE SUBMITTAL
2	Qualification of Respondent's Project Team: Personnel to be used for the project, project manager, and sub-consultants including pertinent training, skill and experience.	20	20	20	/	/
3	Respondent's experience with providing signage production and replacement services for local governments with evidence of having completed a minimum of five (5) projects providing signage production inclusive of design, fabrication and installation for local governments, public or private entities of a similar or larger scope, size and complexity	30	30	28	/	/
4	Approach and methodology to the Project.	30	28	26	/	/
5	TOTAL	100	98	94	/	/



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

RFP 18-013 Ranking Sheet
"Signage Production and Replacement for City Rebranding Efforts"
November 7, 2018

Selection Committee Member: Rickelle Williams

Signature: Rickelle Williams

	Evaluation Category	Max Score	Advanced Multi-Sign	Don Bell Signs LLC	Expose Yourself	New Sign Solutions, Inc.
1	Qualification of Respondent: Years in Business, Office location and licenses	20	20	20 18	Non-responsive Incomplete	Non-responsive Incomplete
2	Qualification of Respondent's Project Team: Personnel to be used for the project, project manager, and sub-consultants including pertinent training, skill and experience.	20	18	20		
3	Respondent's experience with providing signage production and replacement services for local governments with evidence of having completed a minimum of five (5) projects providing signage production inclusive of design, fabrication and installation for local governments, public or private entities of a similar or larger scope, size and complexity	30	28	30		
4	Approach and methodology to the Project.	30	26	26		
5	TOTAL	100	92	94		

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2018, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Advanced Multi Sign Corp., a Florida corporation (the "Contractor"), with an address of 750 West 26th Street, Hialeah, Florida 33010.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. Scope of Services. The Contractor agrees to provide services to the City as set forth in Work Orders issued from time to time by the City. Contractor agrees to provide services at the rates set forth in the attachment to each Work Order, a copy of which attachment will be made a part of and will be incorporated into the Work Order for each project.

The Request for Qualifications (RFQ No, 18-013) issued by the City and Contractor's response to it are both incorporated by this reference into this Agreement. This is a non-exclusive Agreement.

2. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

3. Term. The services will be rendered by the Contractor until this Agreement, or any work order issued under it, is terminated.

4. Payment for Services. City agrees to pay Contractor a fee or fees as determined once the scope of work has been identified in a Work Order by the City and the Contractor. No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing, in advance by the City. Any such costs are payable at the City reimbursement rate.

4.1. Any necessary additional work, as determined by City, which is not covered by a Work Order, shall not be undertaken without a written amendment to the Work Order executed by both parties in advance of any work.

4.2. Contractor shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. City shall pay Contractor monthly for services rendered within thirty (30) calendar days from date of approval of each of Contractor's invoices by the City Manager or designee. If any errors or omissions are discovered in any invoice, City will inform Contractor and request revised copies of all such documents. If any disagreement arises

as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

5. Licenses, Permits and Fees. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee, Contractor will have to pay the City before or during the Work, items or services to be provided or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work, items or services as part of this Agreement are as follows:

5.1. Contractor shall have and maintain during the term of this Agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. There will not be any percentage reduction or waiving of City licenses, fees (or business tax receipts, if applicable).

5.2. During the performance of this Agreement, there may be times when Contractor will be required to obtain a City permit for such Work, or in connection with the items or services. It is the responsibility of Contractor to insure that it has the appropriate City permits as may become necessary during the performance of this Agreement. Any fees related to the City required permits in connection with this Agreement, will be the responsibility of Contractor. Contractor will be reimbursed for this expense as part of the final invoice of the item, product, or service rendered.

6. City's Responsibilities. The City will:

6.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Contractor, in possession of the City.

6.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor.

7. Contractor's Responsibilities. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within one year after the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Work, upon written notification, from the City, the Contractor shall at Contractor's sole expense, immediately correct the work.

8. Conflict of Interest. To avoid any conflict of interest or any appearance of a conflict, Contractor shall not, for the term of this Agreement, provide any services to any private

sector entities (developers, corporations, real estate investors, etc.), with regard to any issues adversarial to the CITY. For the purposes of this section "adversarial" shall mean any development application where City staff is recommending denial or denied the application, administrative appeal or court action in which the City is a party.

9. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination.

10. Indemnification of City. The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of its use, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or its subcontractors, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its subcontractors in the performance of the work;

(c) liens, claims, actions made by the Contractor or its subcontractors or other party performing the work;

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the City.

11. INSURANCE COVERAGE: The Contractor shall not commence work under the Agreement until Contractor has obtained all insurance required under this paragraph, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Contractor's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

11.1 “Preliminary” certificate means that certificates of insurance verifying all general insurance requirements (as noted below) were included with Contractors’ submittal on the date and time of the opening of the RFQ.

If the “preliminary” certificates were not included with the submittal, then the City has the right to consider the submitted response as non-responsive on the date and time of the response opening. “Preliminary” Certificates may be issued without documentation of all “Special Provisions”. However, Contractors must understand that all provisions, including “Special Provisions” noted below, are expected to be fully documented on or attached to the “Official” Certificates of Insurance as described below.

11.2 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Selected Contractor”, then the City has the right to consider the awarded Agreement to the successful Contractor as void and to negotiate a contract with the next best qualified Contractor. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

11.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

11.4 Coverages shall be in force until all work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. THE CONTRACTOR AND ANY APPROVED SUBCONTRACTOR SHALL NOT BEGIN TO PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.

INSURANCE REQUIREMENTS

11.5 The Contractor shall secure and maintain throughout the duration of the agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Contractor as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.

Workers' Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable state and federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to work under this Agreement if not covered by Worker's Compensation insurance.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE THAT IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Coverages shall apply for a minimum of three years following completion of the Work.

The above are minimum requirements for work up to \$100,000.00. For work over \$100,000.00, the following increased limits are required:

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$2,000,000.00 Per Occurrence

12. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the “Supporting Contractors”). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

13. Nonassignability, Sub-contractors. This Agreement shall not be assignable or subcontracted in whole or in part by Contractor unless such assignment or subcontract is first approved in writing by the City. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such Contractor's familiarity with the City's circumstances and desires.

14. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

Upon completion of work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records:	THOMAS SCHNEIDER, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	<u>tschneider@daniabeachfl.gov</u>

15. Termination.

15.1 Termination of Agreement for Convenience. It is expressly understood and agreed that the City may terminate this Agreement at any time for any reason or no reason at all by giving the Contractor notice by certified mail, return receipt requested, directed to the principal office of the Contractor, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Contractor shall be entitled to be compensated for the services rendered and accepted by the City from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by City after conferring with Contractor.

15.2. Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide Contractor twenty (20) days' advance written notice to the Contractor. If Contractor promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay Contractor for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

16. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Contractor (and Contractor's independent professional subcontractors) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory common law and other reserved rights, including copyright; however, such documents are not intended or represented by Contractor to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional subcontractors. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

17. Notices: Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

City: _____, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With copies to: Rickelle Williams, Executive Director
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

and

Thomas J. Ansbro, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Advanced Multi Sign Corp.
Attn: Ariel Pedrosa
750 West 26th Street
Hialeah, Florida 33010

18. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

19. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

20. Attorney Fees, Venue and Waiver of Jury Trial. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement, which shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it.

21. Operations During Dispute. In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

22. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

23. Attorney Fees and Costs. If City or Contractor incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

24. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

25. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

26. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

27. Entire Agreement/Modification/Amendment.

27.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.

27.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

28. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement 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 of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

29. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act (“ADA”) eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor’s compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

30. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

31. Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

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

33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

34. Independent Contractors. Contractor and its employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and sub-Contractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

35. City Financial Commitments. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in

succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

36. City Miscellaneous Requirements. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

37. Conflicts. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

38. Warranty. The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted in the Agreement; that the Work will be free from defects, and that the Work will conform with the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

ROBERT BALDWIN
CITY MANAGER

Dated: _____, 2018.

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

**Advanced Multi Sign Corp.
a Florida corporation**

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 20____,
by _____, as _____ of _____, a Florida
corporation, on behalf of the corporation. He/she is personally known to me or produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC
State of Florida

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2018, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Don Bell Signs, a Florida Limited Liability Company (the "Consultant"), with an address of 365 Oak Place, Port Orange, Florida 32127.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. Scope of Services. The Contractor agrees to provide services to the City as set forth in Work Orders issued from time to time by the City. Contractor agrees to provide services at the rates set forth in the attachment to each Work Order, a copy of which attachment will be made a part of and will be incorporated into the Work Order for each project.

The Request for Qualifications (RFQ No, 18-013) issued by the City and Contractor's response to it are both incorporated by this reference into this Agreement. This is a non-exclusive Agreement.

2. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

3. Term. The services will be rendered by the Contractor until this Agreement, or any work order issued under it, is terminated.

4. Payment for Services. City agrees to pay Contractor a fee or fees as determined once the scope of work has been identified in a Work Order by the City and the Contractor. No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing, in advance by the City. Any such costs are payable at the City reimbursement rate.

4.1. Any necessary additional work, as determined by City, which is not covered by a Work Order, shall not be undertaken without a written amendment to the Work Order executed by both parties in advance of any work.

4.2. Contractor shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. City shall pay Contractor monthly for services rendered within thirty (30) calendar days from date of approval of each of Contractor's invoices by the City Manager or designee. If any errors or omissions are discovered in any invoice, City will inform Contractor and request revised copies of all such documents. If any disagreement arises

as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

5. Licenses, Permits and Fees. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee, Contractor will have to pay the City before or during the Work, items or services to be provided or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work, items or services as part of this Agreement are as follows:

5.1. Contractor shall have and maintain during the term of this Agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. There will not be any percentage reduction or waiving of City licenses, fees (or business tax receipts, if applicable).

5.2. During the performance of this Agreement, there may be times when Contractor will be required to obtain a City permit for such Work, or in connection with the items or services. It is the responsibility of Contractor to insure that it has the appropriate City permits as may become necessary during the performance of this Agreement. Any fees related to the City required permits in connection with this Agreement, will be the responsibility of Contractor. Contractor will be reimbursed for this expense as part of the final invoice of the item, product, or service rendered.

6. City's Responsibilities. The City will:

6.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Contractor, in possession of the City.

6.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor.

7. Contractor's Responsibilities. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within one year after the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Work, upon written notification, from the City, the Contractor shall at Contractor's sole expense, immediately correct the work.

8. Conflict of Interest. To avoid any conflict of interest or any appearance of a conflict, Contractor shall not, for the term of this Agreement, provide any services to any private

sector entities (developers, corporations, real estate investors, etc.), with regard to any issues adversarial to the CITY. For the purposes of this section "adversarial" shall mean any development application where City staff is recommending denial or denied the application, administrative appeal or court action in which the City is a party.

9. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination.

10. Indemnification of City. The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of its use, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or its subcontractors, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its subcontractors in the performance of the work;

(c) liens, claims, actions made by the Contractor or its subcontractors or other party performing the work;

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the City.

11. INSURANCE COVERAGE: The Contractor shall not commence work under the Agreement until Contractor has obtained all insurance required under this paragraph, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Contractor's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

11.1 “Preliminary” certificate means that certificates of insurance verifying all general insurance requirements (as noted below) were included with Contractors’ submittal on the date and time of the opening of the RFQ.

If the “preliminary” certificates were not included with the submittal, then the City has the right to consider the submitted response as non-responsive on the date and time of the response opening. “Preliminary” Certificates may be issued without documentation of all “Special Provisions”. However, Contractors must understand that all provisions, including “Special Provisions” noted below, are expected to be fully documented on or attached to the “Official” Certificates of Insurance as described below.

11.2 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Selected Contractor”, then the City has the right to consider the awarded Agreement to the successful Contractor as void and to negotiate a contract with the next best qualified Contractor. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

11.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

11.4 Coverages shall be in force until all work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. THE CONTRACTOR AND ANY APPROVED SUBCONTRACTOR SHALL NOT BEGIN TO PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.

INSURANCE REQUIREMENTS

11.5 The Contractor shall secure and maintain throughout the duration of the agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Contractor as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.

Workers' Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable state and federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to work under this Agreement if not covered by Worker's Compensation insurance.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE THAT IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Coverages shall apply for a minimum of three years following completion of the Work.

The above are minimum requirements for work up to \$100,000.00. For work over \$100,000.00, the following increased limits are required:

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$2,000,000.00 Per Occurrence

12. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the “Supporting Contractors”). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

13. Nonassignability, Sub-contractors. This Agreement shall not be assignable or subcontracted in whole or in part by Contractor unless such assignment or subcontract is first approved in writing by the City. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such Contractor's familiarity with the City's circumstances and desires.

14. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

Upon completion of work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records:	THOMAS SCHNEIDER, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	tschneider@daniabeachfl.gov

15. Termination.

15.1 Termination of Agreement for Convenience. It is expressly understood and agreed that the City may terminate this Agreement at any time for any reason or no reason at all by giving the Contractor notice by certified mail, return receipt requested, directed to the principal office of the Contractor, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Contractor shall be entitled to be compensated for the services rendered and accepted by the City from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by City after conferring with Contractor.

15.2. Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide Contractor twenty (20) days' advance written notice to the Contractor. If Contractor promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay Contractor for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

16. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Contractor (and Contractor's independent professional subcontractors) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory common law and other reserved rights, including copyright; however, such documents are not intended or represented by Contractor to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional subcontractors. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

17. Notices: Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

City: _____, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With copies to: Rickelle Williams, Executive Director
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

and

Thomas J. Ansbrosio, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Don Bell Signs, LLC
Attn: Gary Bell
365 Oak Place
Port Orange, FL 32127

18. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

19. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

20. Attorney Fees, Venue and Waiver of Jury Trial. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement, which shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it.

21. Operations During Dispute. In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

22. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

23. Attorney Fees and Costs. If City or Contractor incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

24. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

25. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

26. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

27. Entire Agreement/Modification/Amendment.

27.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.

27.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

28. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement 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 of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

29. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act (“ADA”) eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor’s compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

30. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

31. Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

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

33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

34. Independent Contractors. Contractor and its employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and sub-Contractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

35. City Financial Commitments. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in

succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

36. City Miscellaneous Requirements. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

37. Conflicts. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

38. Warranty. The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted in the Agreement; that the Work will be free from defects, and that the Work will conform with the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

ROBERT BALDWIN
CITY MANAGER

Dated: _____, 2018.

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

Don Bell Signs, LLC
a Florida Limited Liability Company

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 20____,
by _____, as _____ of Don Bell Signs, LLC, a Florida limited liability
company, on behalf of the company. He/she is personally known to me or produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC
State of Florida

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AWARDDING A PROJECT RELATED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 18-005 TO ARCHITECT1.COM, LLC, FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE HISTORIC NYBERG-SWANSON HOUSE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission re Architect for Nyberg-Swanson House rev, R-2018- Nyberg Swanson House Architectural Services RFQ Award to Architect1.com, Evaluation Criteria - Architectural at Nyberg-Swanson House RFQ 18-005



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

THRU: Robert Baldwin, City Manager

FROM; Eric Brown, Director of Parks and Recreation

DATE: December 11, 2018

SUBJECT: Contract Award to Architect 1 for Architectural Services for the Historical Nyberg-Swanson House (RFQ18-005)

The City issued RFQ 18-005 for Professional Architectural Services for the Historic Nyberg-Swanson House in August 8, 2018. The City received four responses on August 31, 2018: Architect1, Bender & Associates Architects, Jorge A. Gutierrez Architect, LLC and The Tamara Peacock Company Architects of Florida.

The Bid Review Committee, made up of City staff from the Parks and Recreation, Community Development and Public Services Departments convened on September 14, 2018 and came to a consensus that presentations from each of the vendor should be scheduled.

The Bid Review Committee reviewed and rated presentations from all four proposers on October 12, 2018. The Committee found each proposer to be qualified, experienced and the proposals well put together. The Committee's ranking is attached and the scores are as follows.

Architect 1.Com LLC	240 Total Points; and
Bender & Associates Architects	228 Total Points; and
Jorge A. Gutierrez Architect, LLC	186 Total Points; and
The Tamara Peacock Company	206 Total Points; and

The Bid Committee recommends to award a contract to Architect 1.Com LLC to provide architectural services for the rehabilitation and restoration of the Nyberg-Swanson House, subject to negotiations as to the contract cost and scope of work which will subsequently return to the City Commission for approval and funding.

RESOLUTION NO. 2018-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A CONTRACT RELATED TO REQUEST FOR QUALIFICATIONS ("RFQ") NO. 18-005 TO ARCHITECT1.COM, LLC, FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE HISTORIC NYBERG-SWANSON HOUSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach issued RFQ No. 18-005 for Professional Architectural Services for the Historic Nyberg-Swanson House in August, 2018; and

WHEREAS, on August 31, 2018 the City received four (4) responses to the RFQ: Architect1.com, LLC, Bender & Associates Architects, Jorge A. Gutierrez Architect, LLC and The Tamara Peacock Company Architects of Florida; and

WHEREAS; the Selection Committee, comprised of City staff from the Parks and Recreation Department, the Community Development Department and the Public Services Department met on September 14, 2018 and came to a consensus that presentations from each of the Proposers would be scheduled; and

WHEREAS; the presentations were held on October 12, 2018, after which the Selection Committee ranked the presentations from each of the four Proposers; and

WHEREAS, the Selection Committee reviewed and ranked all proposers; a copy of the ranking sheets are attached as Exhibit "A", which is incorporated into this Resolution by this reference; and

WHEREAS, the Selection Committee determined that all submittals had met the minimum requirements set forth in the RFQ and scored the four submittals as follows:

Architect1.com, LLC	240 Total Points
Bender & Associates Architects	228 Total Points
The Tamara Peacock Company	206 Total Points; and
Jorge A. Gutierrez Architect, LLC	186 Total Points

WHEREAS, it is recommended that the City Commission award a contract to Architect1.com, LLC, subject to negotiations as to the contract costs and scope of work which will subsequently return to the City Commission for approval and authorization;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the above “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the Commission awards the contract to Architect1.com, LLC for the Services, subject to negotiations as to the contract costs and scope of work which will subsequently return to the City Commission for approval and authorization.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EVALUATION CRITERIA SCORE SHEET

Exhibit A

RFQ NAME: _Professional Architectural Services for the Historic Nyberg-Swanson House_____

RFQ NO: _____18-005_____

Date: ___October 12, 2018_____

Selection Criteria	Architect 1	Bender & Associates Architects	Jorge A. Gutierrez Architect, LLC	The Tamarac Peacock Company Architects of Florida
1. Qualification of Consultant's Project Team (Maximum 30 points)	60	56	44	51
a. Personnel used for the project, project manager, sub-consultants, joint ventures, including training, skill and experience				
2. Consultant's Experience (Maximum 30 points)	60	57	44	50
a. Experience with providing professional architectural services for local governments				
b. Highlight completion of a minimum five (5) projects providing architectural services of a similar scope, size and complexity as the Nyberg-Swanson House project, specifically any on the National Registry				
c. Consideration of references				
3. Approach and Methodology to Scope of Services (Maximum 60 points)	120	115	98	105
a. Specify how you propose to manage the project?				
b. Organizational chart clarifying rolls and responsibilities.				
c. Define inspection and project oversight				
Subtotal	240	228	186	206

Comments: _____TOTAL POINTS POSSIBLE = 240: M. Laferrier (Community Development) and E. Brown (Parks and Recreation)_____

Evaluator:

Name: ___M. Laferrier (Community Development) and E. Brown (Parks and Recreation)___

Date: ___10-12-2018_____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from: October 23, 2018 and November 13, 2018

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND ("PROPERTY") WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2018- City to CRA Property Conveyance of 12 Parcels REVISED 2, Property Description 12 Parcels, Property List and Map - 2018, Property List and Map - 2017

RESOLUTION NO. 2018-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND ("PROPERTY") WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes, as amended from time to time (the "Act"); and

WHEREAS, all powers arising through the Act are conferred by the Act upon counties with Home Rule Charters, such as Broward County, Florida, which in turn are authorized to delegate certain of their powers to a community redevelopment agency created pursuant to the Act; and

WHEREAS, on March 19, 2002, the Board of County Commissioners of Broward County, Florida (the "Board") adopted Resolution No. 2002-275, which declared that a slum or blighted area exists in a geographic area (the "Redevelopment Area"), as described by the City of Dania Beach in its Finding of Necessity for Redevelopment, and which demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of the Act, as amended; and

WHEREAS, pursuant to the Resolution of Broward County, Florida, the Board delegated to the City Commission of the City of Dania Beach, Florida (the "Commission") the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act, to enable the City Commission to declare the need for, create and delegate power to a community redevelopment agency ("CRA") and to prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission accepted a delegation of powers from the Board, found a need for, and created the CRA, granted the CRA the power to exercise those powers

permitted by the Act which were delegated by the Board to the City and directed the preparation and adoption of a community redevelopment plan (the “Plan”), updates to which have been approved and adopted by the CRA Board on March 11, 2009 and June 3, 2015 respectively; and

WHEREAS, the redevelopment goals outlined in the updated Plan include (1) enhance and reinforce the CRA sub areas; (2) eliminate substandard housing and provide affordable housing alternatives; (3) redevelop the CRA in a manner that is energy efficient and sustainable; (4) attract targeted new industries and retain and expand core industries; and (5) enhance redevelopment activities through active marketing strategy that supports redevelopment initiatives; and

WHEREAS, the City Commission is considerate of the needs of the CRA and the Redevelopment Area and intends to support, foster or facilitate opportunities for the CRA to accomplish the redevelopment goals outlined in the Plan; and

WHEREAS, at the October 9, 2018 CRA Board meeting, the CRA Board discussed the conveyance of vacant and underutilized parcels (the “Property”) in the Redevelopment Area which are owned by the City and which the CRA Board, by motion and consensus, desires the City Commission to convey to the CRA for the purpose of accomplishing the redevelopment goals outlined in the Plan; and

WHEREAS, at the October 23, 2018 City Commission meeting, the City Commission discussed the possible conveyance of twelve (12) parcels from the City to the CRA and decided to schedule a workshop to discuss the item further; and

WHEREAS, on October 29, 2018, the City Commission conducted a workshop to discuss the property conveyance and a request was made to include the item on the November 13, 2018 City Commission meeting agenda; and

WHEREAS, at the November 13, 2018 City Commission meeting, the City Commission again discussed the possible conveyance of twelve (12) parcels from the City to the CRA and decided to continue the item to the December 11, 2018 City Commission meeting agenda; and

WHEREAS, the CRA believes that having site control of the City-owned properties will facilitate identifying and securing private and public funding to develop viable projects while the CRA has no available tax increment financing funds; and

WHEREAS, the discussed City-owned property is within the boundaries of the Redevelopment Area, consisting of parcels located at:

- (1) OLD GRIFFIN ROAD (Folio No. 504234060640);
- (2) 524 NW 3RD TER (Folio No. 504234060260);
- (3) 509-511 NW 3 TER (Folio No. 504234060230);
- (4) 137 NW 4TH AVE (Folio No. 504234011190);
- (5) 56 NW 8TH AVE (Folio. No. 504234230130);
- (6) 608 W DANIA BEACH BLVD (Folio. No. 504234012520);
- (7) PHIPPEN RD (Folio No. 504234300200);
- (8) PHIPPEN RD (Folio No. 504234300220);
- (9) PHIPPEN RD (Folio No. 504234300230);
- (10) PHIPPEN RD (Folio No. 504234300240);
- (11) PHIPPEN RD (Folio No. 504234300250);
- (12) NW 14TH WAY (Folio No. 504233150060); and

which parcels are fully described in Attachment "A", which is attached and incorporated by this reference; and

WHEREAS, the Commission has determined that the Property can be used by the CRA as a tool for housing development in the Redevelopment Area; and

WHEREAS, the Commission finds that pursuant to Section 125.38, Florida Statutes the conveyance of the Property to the CRA serves the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA:

Section 1. That the above "WHEREAS" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission, pursuant to Section 125.38, Florida Statutes, approves the conveyance of the Property, which is legally described in Attachment "A", to the CRA at the price of Ten Dollars (\$10.00) per parcel which is considered minimum consideration.

Section 3. That upon the conveyance of the Property, the CRA shall maintain the property in accordance with all applicable laws, regulations, ordinances and codes.

Section 4. That pursuant to Section 125.411, Florida Statutes, the City Commission authorizes the proper City officials to execute a Deed for each parcel, in substantially the form approved by the City Attorney.

Section 5. That the proper City officials shall record in the County public records all deeds and shall provide a copy of such recorded instruments to the Clerk of the City Commission and CRA Board within thirty (30) days of execution and final acceptance.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

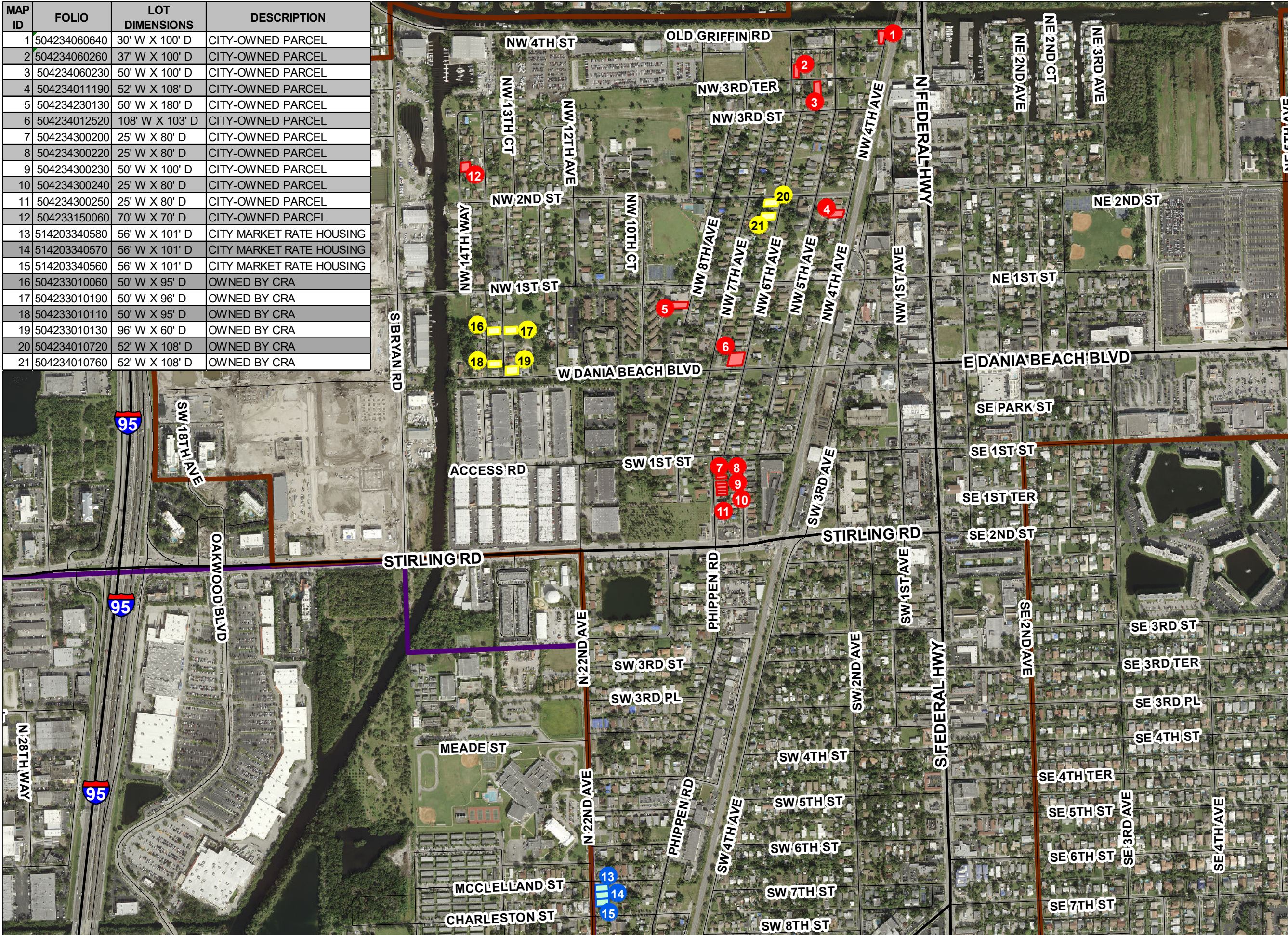
APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Attachment A: Property Description

	Site Address	Date Acquired by City	Folio Number	Zoning Designation	Area (AC)	Lot Dimensions	Clean Title (Y/N)	Structure (Y/N)	Buildable	Appraisal Value as of 10-26-2018
1	OLD GRIFFIN Rd	11/14/1995	504234060640	NBDHD-RES	0.10	30' W X 100' D	Y	N	Vacant; Buildable; May Require Variance	\$14,800.00
2	524 NW 3RD TER	9/20/2016	504234060260	NBHD-RES	0.09	37' W X 100' D	Y	N	Vacant; Buildable; May Require Variance	\$18,750.00
3	509-511 NW 3 RD TER	3/30/2012	504234060230	NBHD-RES	0.12	50' W X 100' D	N	Y	Multi-Family Development (Currently Duplex)	\$215,000.00
4	137 NW 4TH AVE	2/1/2013	504234011190	CC	0.12	52' W X 108' D	Y	N	Vacant: Buildable For Apartment, Live-Work And Commercial Or Mixed-Use	\$81,300.00
5	56 NW 8TH AVE	11/15/2002	504234230130	NBHD-RES	0.19	50' W X 180' D	Unknown	N	Vacant; Buildable; May Require Variance	\$49,000.00
6	608 W DANIA BEACH BLVD	6/5/2007	504234012520	NBHD-MU	0.25	108' W X 103' D	PENDING	N	Vacant; Corner Lot; Buildable For Multi-Family Residential, Mixed-Use And Commercial Use	\$108,500.00
7	PHIPPEN RD	10/6/2011	504234300200	NBHD-RES	0.05	25' W X 80' D	N	N	Vacant; Buildable; May Require Variance	\$12,000.00
8	PHIPPEN RD	9/20/2016	504234300220	NBHD-RES	0.05	25' W X 80' D	N	N	Vacant; Buildable; May Require Variance	\$12,000.00
9	PHIPPEN RD	3/30/2012	504234300230	NBHD-RES	0.05	25' W X 80' D	N	Y	Vacant; Buildable; May Require Variance	\$12,000.00
10	PHIPPEN RD	9/20/2016	504234300240	NBHD-MU	0.05	25' W X 80' D	Y	N	Vacant; Buildable; May Require Variance	\$12,000.00
11	PHIPPEN RD	9/20/2016	504234300250	NBHD-MU	0.05	25' W X 80' D	Y	N	Vacant; Buildable; May Require Variance	\$12,000.00
12	NW 14TH WAY	9/20/2016	504233150060	NBHD-RES	0.11	70' W X 70' D	Y	N	Vacant; Buildable; May Require Variance	\$39,200.00
Total					1.23					\$586,550.00

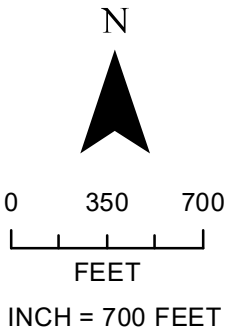
MAP ID	FOLIO	LOT DIMENSIONS	DESCRIPTION
1	504234060640	30' W X 100' D	CITY-OWNED PARCEL
2	504234060260	37' W X 100' D	CITY-OWNED PARCEL
3	504234060230	50' W X 100' D	CITY-OWNED PARCEL
4	504234011190	52' W X 108' D	CITY-OWNED PARCEL
5	504234230130	50' W X 180' D	CITY-OWNED PARCEL
6	504234012520	108' W X 103' D	CITY-OWNED PARCEL
7	504234300200	25' W X 80' D	CITY-OWNED PARCEL
8	504234300220	25' W X 80' D	CITY-OWNED PARCEL
9	504234300230	50' W X 100' D	CITY-OWNED PARCEL
10	504234300240	25' W X 80' D	CITY-OWNED PARCEL
11	504234300250	25' W X 80' D	CITY-OWNED PARCEL
12	504233150060	70' W X 70' D	CITY-OWNED PARCEL
13	514203340580	56' W X 101' D	CITY MARKET RATE HOUSING
14	514203340570	56' W X 101' D	CITY MARKET RATE HOUSING
15	514203340560	56' W X 101' D	CITY MARKET RATE HOUSING
16	504233010060	50' W X 95' D	OWNED BY CRA
17	504233010190	50' W X 96' D	OWNED BY CRA
18	504233010110	50' W X 95' D	OWNED BY CRA
19	504233010130	96' W X 60' D	OWNED BY CRA
20	504234010720	52' W X 108' D	OWNED BY CRA
21	504234010760	52' W X 108' D	OWNED BY CRA



CITY OF DANIA BEACH AND CRA OWNED LOTS IN CRA DISTRICT AREA MAP

LEGEND

- MAJOR ROADS
- LOCAL STREETS
- CITY LIMITS
- CRA BOUNDARY
- CITY/CRA OWNED PARCELS
 - AVAILABLE PARCELS
 - EXISTING CRA PARCELS
 - CITY MARKET RATE HOUSING PROJECT - SMITH CONVENIENCE STORE



NOTE: FOR PLANNING PURPOSES ONLY. AERIALS ARE 2017 TRUE COLOR.
SOURCES: FDOT, BROWARD COUNTY GIS, AND CITY OF DANIA BEACH

CITY OF DANIA BEACH CRA
100 W. DANIA BEACH BLVD.
DANIA BEACH, FL 33004
954-924-6801
WWW.DANIABEACHCRA.ORG





City of Dania Beach

City Attorney's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) – 921-2604 (fax)

MEMORANDUM

Date: December 6, 2018

To: Lori Lewellen, Mayor
Lauren Odman, Vice Mayor
Chickie Brandimarte, Commissioner
Bill Harris, Commissioner
Tamara James, Commissioner

CC: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager
Nicki Satterfield, Finance Director
Marc LaFerrier, Director, Community Development Department

From: Thomas J. Ansbro, City Attorney

Subject: Dania Beach Grille – Lease Status

The lease at the Dania Beach Grille will expire on February 15, 2019. The rent is \$2,691.04 per month for a total annual amount of \$32,292.48. This amount is the same for both 2017 and 2018. The property taxes for 2018 are \$9,047.77 and it is due no later than March 31, 2019; the taxes for the previous year, 2017, were \$8,771.49.

The tenant has expressed a desire to possibly continue to rent the premises and plans to appear at the Commission meeting to discuss the matter. Attached are copies of exterior inspection reports and photographs made by the Fire Department and the Code Compliance Division. Inspections by the Building Department and Code Compliance are still being coordinated with the tenant, who needs to be present to provide access to the interior of the building. The tenant has failed to meet at the property despite two scheduled inspections.

Commission direction is requested.

TJA:la

Attachments: Fire Inspection Report dated November 15, 2018
Code Compliance Photographs dated November 16, 2018

From: Urow, Barbara
Sent: Tuesday, November 20, 2018 1:23 PM
To: Ansbro, Tom
Cc: Norena, Eleanor; Walton, Eric
Subject: Dania Beach Grille Inspection

On 11/16/18 at approximately 10:30am Building and Code staff went to the Dania Beach Grille for an inspection of the property. We waited in excess of 30 minutes for the manager to arrive. In speaking with the two staff on duty we were told repeatedly the manager would arrive within five minutes. Due to the manager not being on property the code inspection was for the exterior of the premises only; pictures are attached. It is of note on 11/6/18 I was at the property and spoke with the manager, Derrick, informing him of the date and time of the inspection. He stated he would make sure he was present.

Please see the list below of outstanding code violations:

1. Extension cords outside
2. String type temporary lighting installed permanently outside
3. Some of the wood slats at the base of the patio railing are missing or warped
4. There is a boarded up window on the north side of the building
5. Work without permits – new posts installed on the deck
6. Outdoor storage including but not limited to wood, cement step stones and kitchen equipment
7. Wood siding on the exterior wall has water damage and needs to be replaced to avoid water infiltration
8. Canopy structure in disrepair: canvas ripped in areas and metal poles corroded with some sections broken off
9. Unpainted siding/soffit



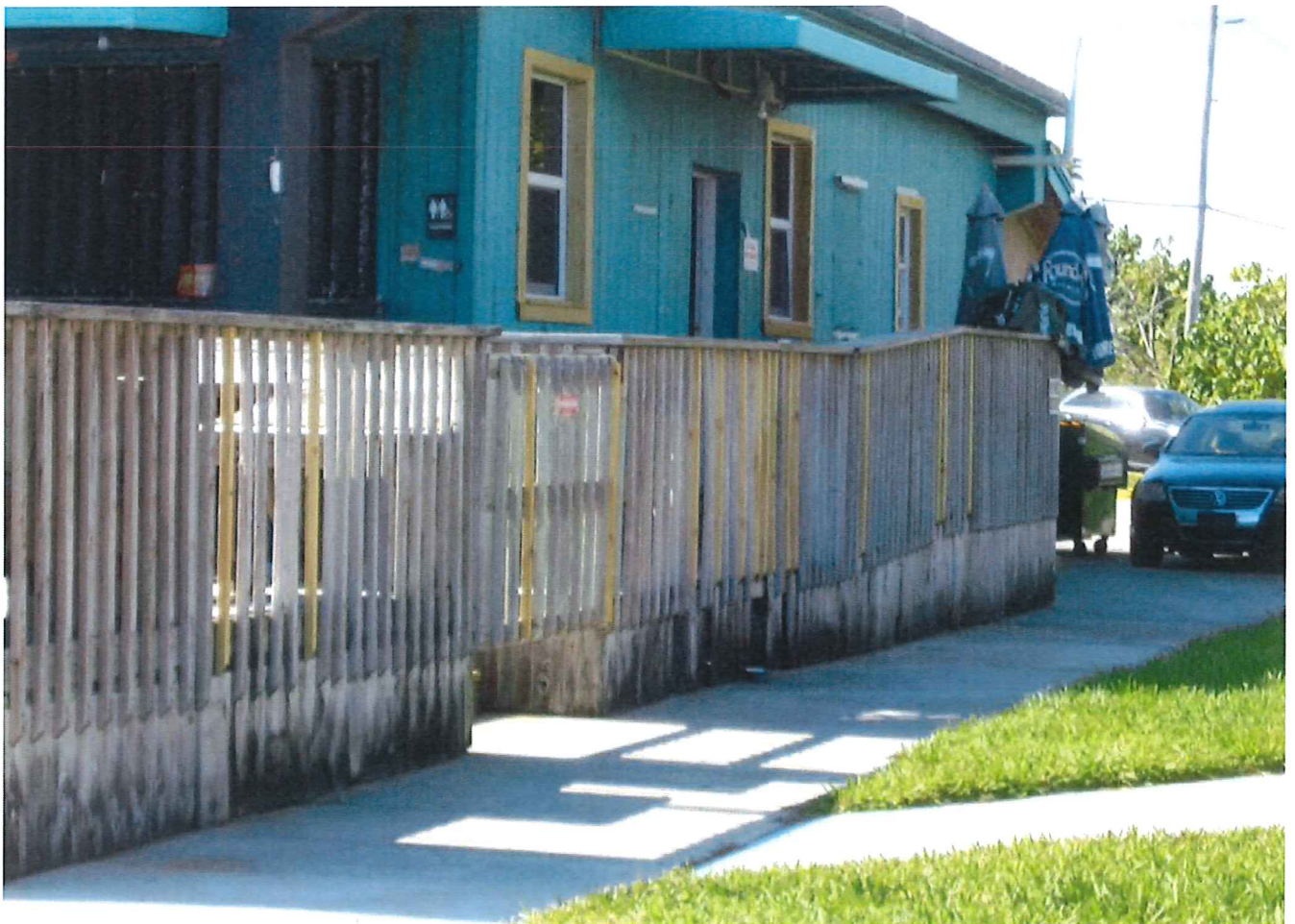
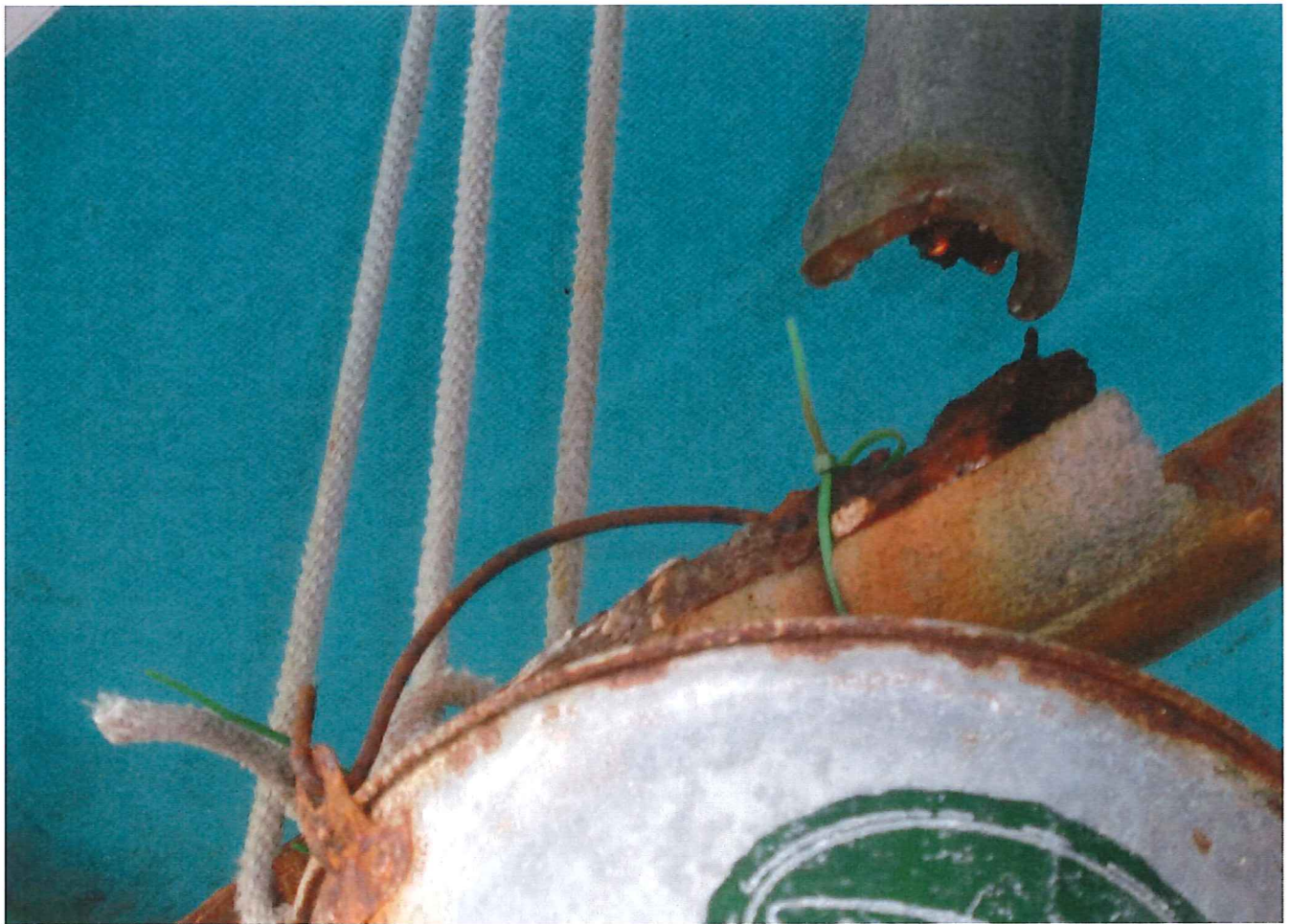
Barbara Urow
Code Compliance and Parking Supervisor | City of Dania Beach
burow@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3718 | **Fax:** 954-924-6812

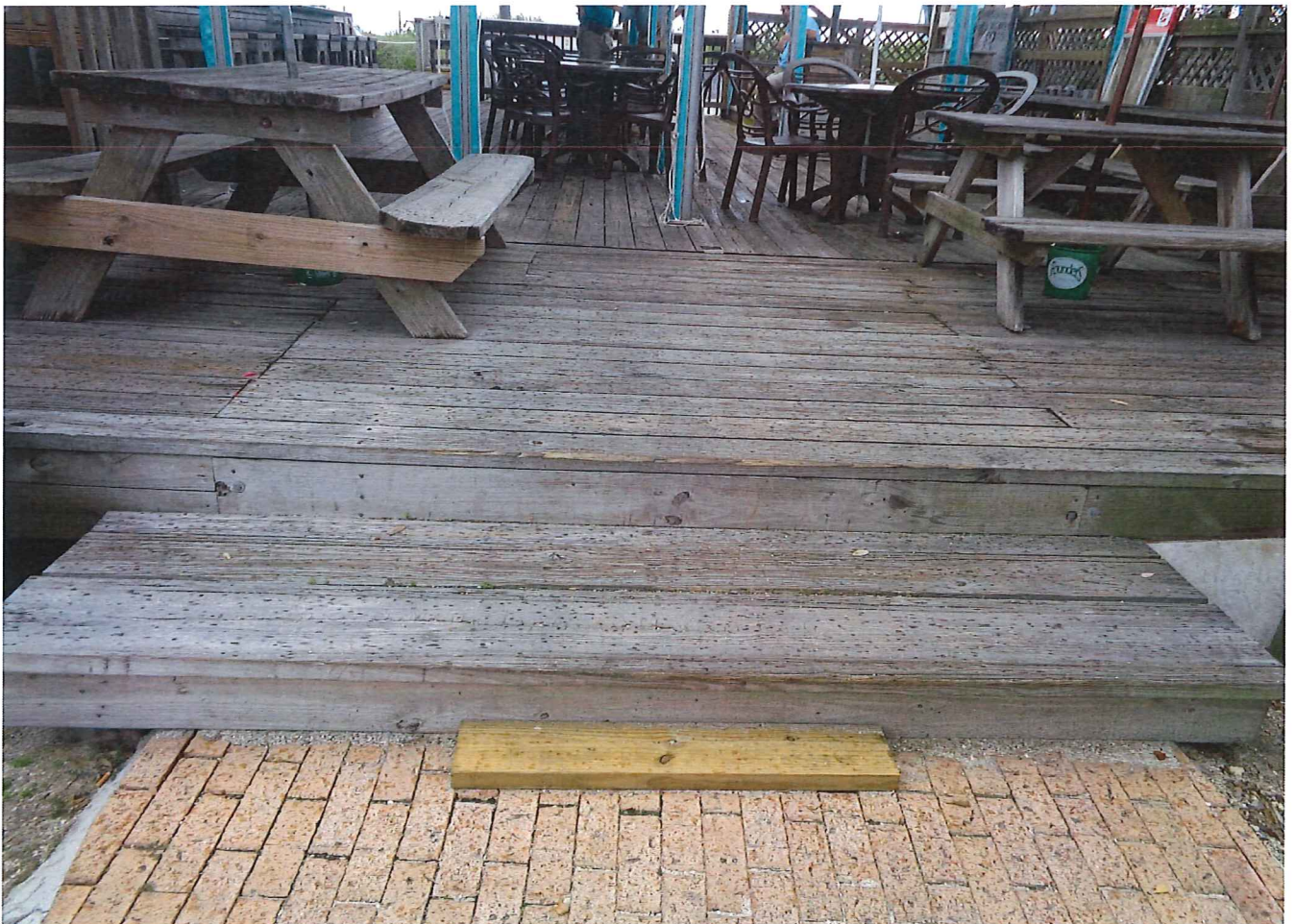
Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.







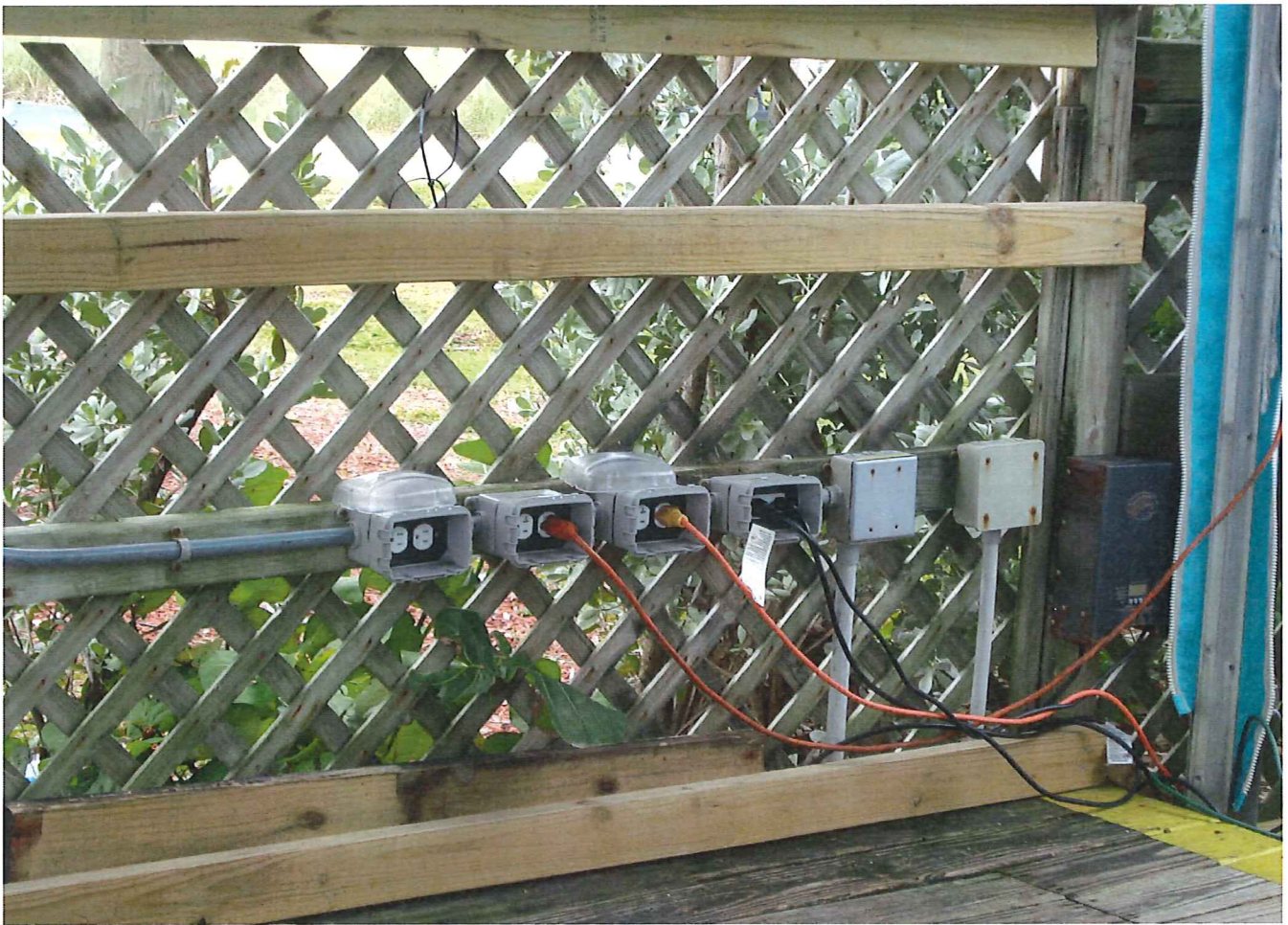








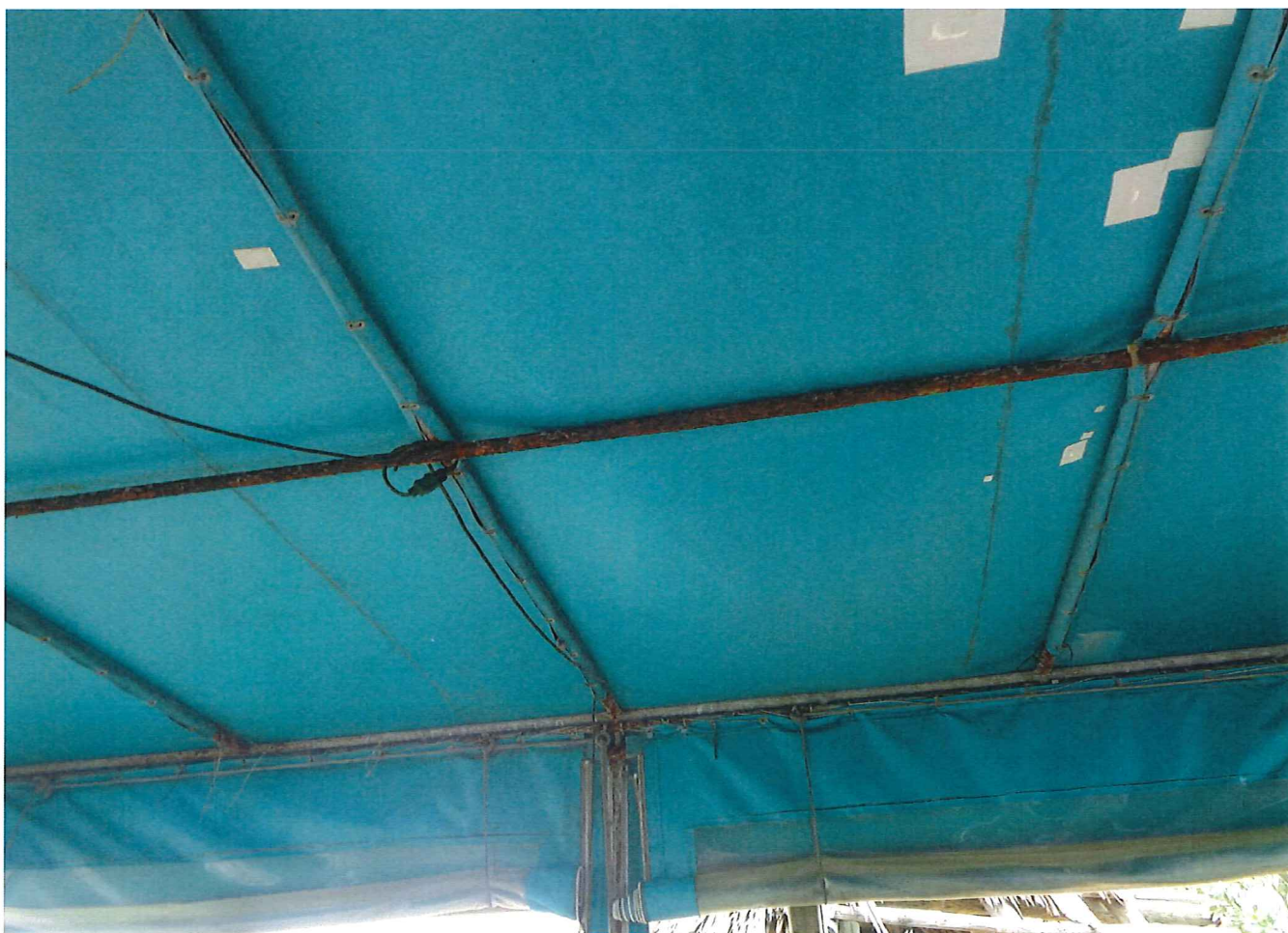




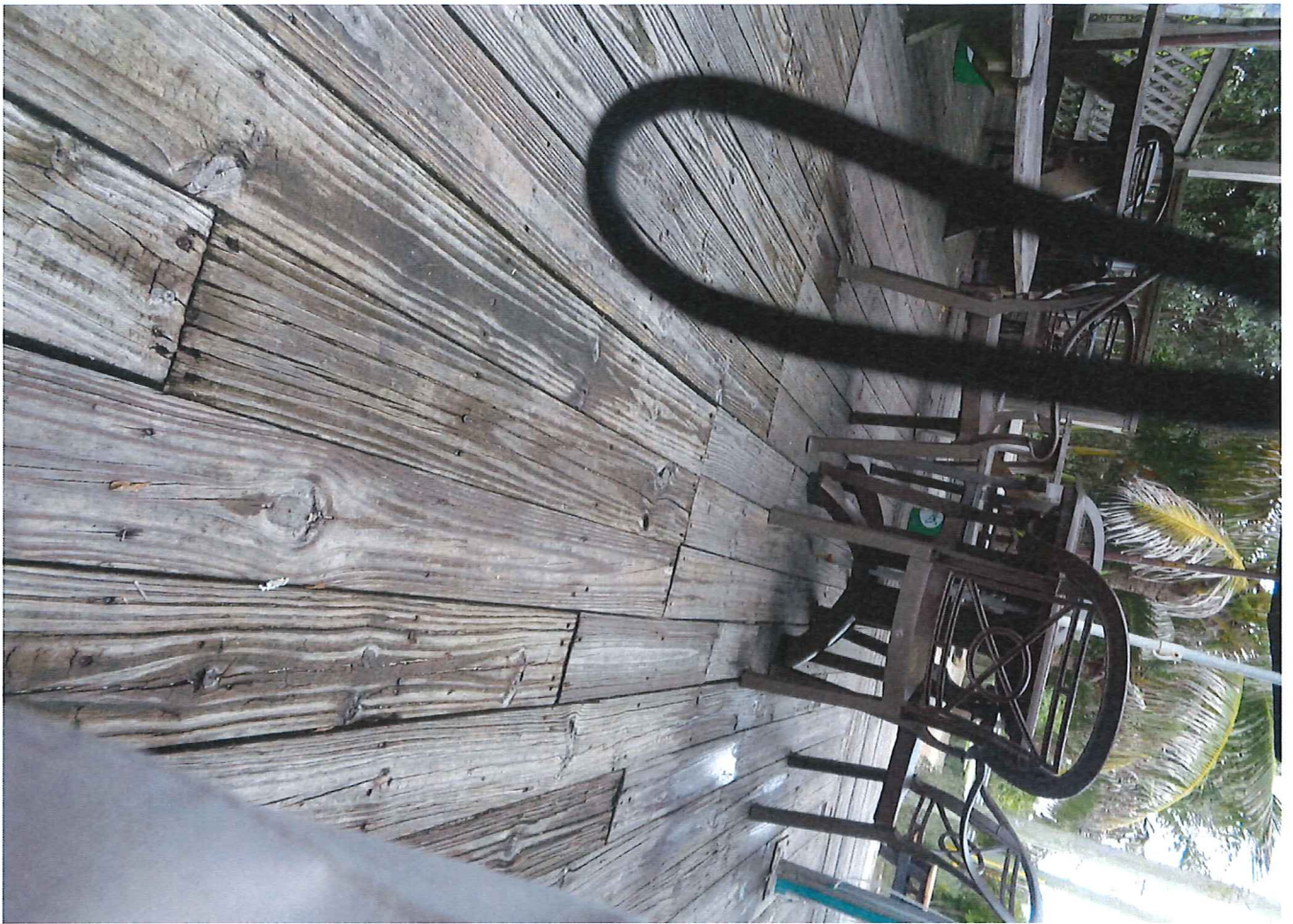














Broward Sheriffs Office Fire Rescue

2601 West Broward Blvd
Fort Lauderdale, FL 33312
954-831-8210



November 15, 2018

Attn: Kellen
Dania Beach Grill
65 N Beach Rd #
Dania Beach, FL 33004-3035

Property Address:
Dania Beach Grill
65 N Beach Rd
Dania Beach, FL 33004-3035

Re: Initial - Annual Fire Inspection on November 15 2018

An annual fire inspection of your occupancy revealed the violation(s) listed below. Prompt action to correct these violation(s) is required. The violation(s) must be corrected within the time frame provided.

Per the Florida Fire Prevention Code (6th Edition), NFPA1:10.2.1 The owner, operator, or occupant shall be responsible for compliance with this Code.

Inspector:

A handwritten signature in black ink, appearing to read "David Zipoli", written over a horizontal line.

Fire Inspector David Zipoli

DAVID_ZIPOLI@sheriff.org

Property Representative:

A handwritten signature in black ink, appearing to read "Kellen", written over a horizontal line.

Kellen

Violation Page(s)

Trip hazards in means of egress.

3.25 Remove tripping hazard(s).

Inspector Notes: Repair the hole in the floor that is in the path of egress.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Outlet(s) in need of repair.

4.3 Repair electrical outlet(s).

Inspector Notes: Repair broken outlet behind the ice machine.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Extension cord(s) cannot replace permanent electrical wiring.

4.4 Extension cord not being used per it's listing.

Inspector Notes: Extension chords are not to be used as permanent applications.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired

Breaker(s) missing inside electrical panel.

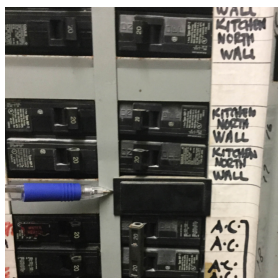
4.6 Blanks required in breaker box.

Inspector Notes: Add covers.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Hood and-or filters need to be properly cleaned.

10.6 Hood system cleaning required.

Inspector Notes: During this inspection the hood and filters had a large amount of grease build up. These must be cleaned.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Hood does not extend 6 inches past appliances.

10.20 Six inch hood overhang required.

Inspector Notes: Cooking appliances must be inside the hood by six inches. The combustibile shelves that are installed over the two burner stove top must be removed. Also the combustibile plastic paneling needs to be protected by stainless steel sheet metal. Current status show melting and burn marks.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Fire extinguishers must be accessible, free of obstructions and clearly visible.

1.5 Fire extinguisher is obstructed and/or not accessible.

Inspector Notes: Needs to be moved.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Other deficiency.

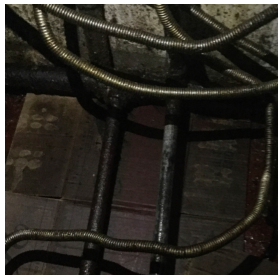
20.1 Other deficiency.

Inspector Notes: Remove the flexible gas line and properly secure the gas at the shut off valve.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Other deficiency.

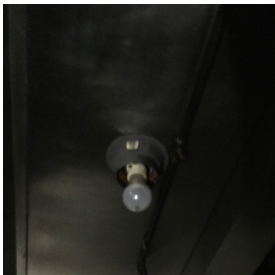
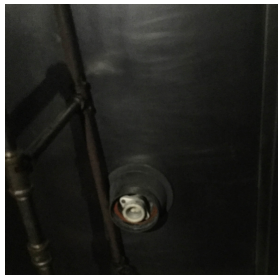
20.1 Other deficiency.

Inspector Notes: The light fixtures must be repaired and the proper safety glass be installed around the light bulbs.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



Other Deficiency

20.1 Other deficiency.

Inspector Notes: Remove the motor scooter from inside the restaurant.

Violation found on
11/15/2018

Will be rechecked on or after
12/15/2018

Violation Not
Repaired



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

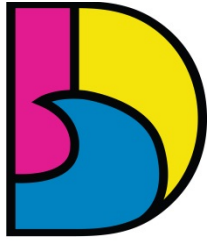
Continued from:

Requested Action (Identify appropriate Action or Motion)		
Motion to approve 2019 City Commission meeting dates.		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
2019 City Commission Meeting Dates - MEMO, 2019 City Commission Meeting Dates



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH OFFICE OF THE CITY CLERK

MEMORANDUM

DATE: November 13, 2018
TO: Mayor and City Commission
CC: Robert Baldwin, City Manager
FROM: Thomas Schneider, City Clerk
SUBJECT: 2019 City Commission Meeting Dates

Attached for your review and approval are the City Commission meeting dates for 2019.

As you are aware, the City Commission meetings are the second and fourth Tuesday of every month.

This year, there are five major holidays that impact City Commission meeting dates, as follows:

City Commission Meeting Date

Holidays

April 23, 2019

Passover – April 20-27, 2019

October 8, 2019

Yom Kippur – October 9, 2019
(begins at sundown on October 8)

November 26, 2019

Thanksgiving Holiday – November 28-29, 2019

December 24, 2019

Hanukkah – December 23-30, 2019
Christmas Holiday – December 24-25, 2019

**CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2019 – DECEMBER 2019**

City Commission Meeting Date Tuesday – 7:00 p.m.	**Holidays**
January 8, 2019	
January 22, 2019	MLK Day Holiday – Monday, January 21, 2019
February 12, 2019	
February 26, 2019	
March 12, 2019	
March 26, 2019	
April 9, 2019	
April 23, 2019	Passover – April 20-27, 2019
May 14, 2019	
May 28, 2019	Memorial Day Holiday – Monday, May 27, 2019
June 11, 2019	
June 25, 2019	
July 9, 2019	
July 23, 2019	
August 13, 2019	
August 27, 2019	
September 10, 2019	
September 24, 2019	
October 8, 2019	Yom Kippur – Wednesday, October 9, 2019 (begins at sundown Tuesday, October 8, 2019)
October 22, 2019	
November 12, 2019	Veterans Day Holiday - Monday, November 11, 2019
November 26, 2019	Thanksgiving Holiday – Thursday-Friday, November 28- 29, 2019
December 10, 2019	
December 24, 2019	Christmas Holiday – Tuesday- Wednesday, December 24-25, 2019 Hanukkah – December 23-30, 2019

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Wednesday, November 28, 2018**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Luz Ortiz 224 NW 13 Court Dania Beach, FL 33004 754-423-9425 908-290-2564 ortiz.luz46@yahoo.com	February 13, 2018	November 2016 through November 2018	James
Karen Harrington 4641 SW 30 th Way Dania Beach, FL 33312 954-445-0390 rickeyswingstwo@aol.com	January 24, 2017 Reappointed 8/22/2017	November 2016 through November 2018	James
Rick Thomas 809 NW 6 th Avenue Dania Beach, FL 33004	October 24, 2017	November 2016 through November 2018	Salvino
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	January 24, 2017 Reappointed 8/22/2017	November 2016 through November 2018	Salvino
Micheline Peacock 60 Cat Cay Court Dania Beach, FL 33004 954-929-0775 954-309-6931 – Cell peacockm60@comcast.net	March 14, 2017 Reappointed 8/22/2017	November 2016 through November 2018	Harris
Linda Barber 75 Gulfstream Road, Apt. 305 Dania Beach, FL 33004 954-328-8163 954-940-4969 Linda.barber1103@gmail.com	September 26, 2017	November 2016 through November 2018	Harris

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Wednesday, November 28, 2018**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	November 21, 2016 Reappointed 8/22/2017	November 2016 through November 2018	Brandimarte
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 gluedtke@gmail.com	January 10, 2017 Reappointed 8/22/2017	November 2016 through November 2018	Brandimarte
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	November 21, 2016 Reappointed 8/22/2017	November 2016 through November 2018	Grace
Bruce Hannover 617 NE 2nd Place Dania Beach, FL 33004 954-920-3563 bruceh8552@aol.com	November 21, 2016 Reappointed 8/22/2017	November 2016 through November 2018	Grace

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Wednesday, November 28, 2018

Name/Address Phone Number	Date Appointed	Term	Appointment
Henriette Kitte Arnold 101 SE 3 rd Avenue, #504 Dania Beach, FL 33004 954.303.3498 hkitte@aol.com	January 10, 2017	November 2016 through November 2020	Brandimarte
Emmanual George 17 NE 2 nd Avenue #106 Dania Beach, FL 33004 954.628.6143 th3g1ft88@gmail.com	December 13, 2016	November 2016 through November 2020	Harris
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954.336.5110 (C) raube@forliferealty.com	May 23, 2017	November 2014 through November 2018	Salvino
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954.927.7161 954-404-8252 luis@stagedrightevents.com	November 18, 2014	November 2014 through November 2018	Grace
Joan M. Gringer P.O. Box 1557 Dania Beach, FL 33004 954.609.6435 joan@quietontheset.us	November 21, 2016	November 2016 through November 2020	James
David Nuby, Jr. P.O. Box 1214 Dania Beach, FL 33004 954.275.2579 davidnuby@aol.com	January 17, 2017	January 17, 2017 through January 17, 2019	Ad Hoc Committee

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Wednesday, November 28, 2018

Name/Address Phone Number	Date Appointed	Term	Appointment
José Armand 50 SE 3 Avenue, Apt. #3 Dania Beach, FL 33004 305.331.4939 jarmand37@yahoo.com	January 17, 2017	January 17, 2017 through January 17, 2019	Ad Hoc Committee
Sandy Goldberg 421 SE 10th Street, #105 A Dania Beach, FL 33004 954.290.3909 flygirlphoto@aol.com	March 20, 2018	March 20, 2018 through March 20, 2020	Ad Hoc Committee
Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 lb_wilson@bellsouth.net	May 16, 2017	May 16, 2017 through May 16, 2019	Ad Hoc Committee
Tony Walsh 235 SE 9 th Street Dania Beach, FL 33004 904-252-1118 TWalshArts@aol.com	January 17, 2017	January 17, 2017 through January 17, 2019	Ad Hoc Committee
Kimberly Sheridan 481 South Federal Highway Dania Beach, FL 33004 954.376.6690 754.201.4161 (C) Kimberly@wmoda.com	June 19, 2018	June 19, 2018 through June 19, 2020	Ad Hoc Committee

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Wednesday, November 28, 2018

Name/Address Phone Number	Date Appointed	Term	Appointment
Rose Lizana Dania Beach Press P.O. Box 128 Dania Beach, FL 33004 954.925.4227 daniapress@aol.com	July 16, 2012 July 16, 2013	July 16, 2013 through July 16, 2014	Associate Member 1 Year Term
Executive Director of the Dania Beach Chamber of Commerce Randie Shane P.O. Box 1017 Dania Beach, FL 33004 954.926.2323 rshane@daniabeachchamber.org	NA	NA	Associate Member
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson	NA	NA	Associate Member
President of the Dania Beach Tourism Council Joe Van Eron 1500 S.W. Second Ave. Dania Beach, FL 33004-4209 954.925.6935 Cell: 954.383.5548 info@visitdaniabeach.com	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 pbubbahart@bellsouth.net	NA	NA	Associate Member

**CREATIVE ARTS COUNCIL ADVISORY BOARD
MEMBERSHIP**

Wednesday, November 28, 2018

Name/Address Phone Number	Date Appointed	Term	Appointment
Director of the City Parks and Recreation Department Eric Brown, Director 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6800 x3730 mfelicetty@ci.dania-beach.fl.us	NA	NA	Associate Member
City of Dania Beach CRA Economic Development Manager Deandre Spradley 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 dmurphy@ci.dania-beach.fl.us	NA	NA	Associate Member
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 dmaceco@gmail.com	February 2013	NA	Honorary Member
Carolyn Jones 722 SW 3 rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 Cj2002@bellsouth.net	March 2016	NA	Honorary Member

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, November 28, 2018**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Batia Dayan 3774 SW 49 th Place Ft. Lauderdale, FL 33312 954-792-8211 – Work 917-755-5552 – Cell learnandsmile@yahoo.com	January 10, 2017	November 2016 through November 2020	Brandimarte
Diana Curry 113 NW 11 th Avenue Dania Beach, FL 33004 954-923-7516 dcurry@aol.com	October 23, 2018	November 2018 through November 2020 (appointment taken over from Comm. Grace)	James
Bonnie Carlton 1025 SE 2nd Avenue, #203 Dania Beach FL 33004 954-629-6006 (Cell) 954-920-8847 (Home) Bcarlton917@gmail.com	November 21, 2016	November 2016 through November 2018	Salvino
		November 2014 through November 2018	Grace
		November 2016 through November 2020	Harris
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, November 28, 2018**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com Assistant Principal Leslie Phillips leslie.phillips@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
		February 2013 through	Ad-Hoc

**GREEN ADVISORY BOARD
MEMBERSHIP
Wednesday, November 28, 2018**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Mimi Donly 354 SE 6 th Street Dania Beach, FL 33004 954-923-2167 954-294-1700 (C) bodonly@aol.com	December 9, 2014	November 2014 through November 2018	Salvino
Carol Stokrocki 450 SE 7 th Street, #246 Dania Beach, FL 33004 954-482-2724 cmsdaniabeach@att.net	January 24, 2017	November 2016 through November 2020	Brandimarte
David Simonetta 4641 SW 42 Avenue Dania Beach, FL 33314 954-837-3090 davidjsimonetta@gmail.com	December 11, 2017	November 2016 through November 2020	James
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	November 21, 2016	November 2016 through November 2020	Harris
Lilli Schipper 716 SE 3 rd Court Dania Beach, FL 33004 954-347-7402 lillirachel@me.com	May 8, 2018	November 2014 through November 2018	Grace

**MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, November 28, 2018**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Antony Thackham 705 NW 8 th Street Dania Beach, FL 33004 954-214-6136 tonythackham@comcast.net	November 21, 2016	November 2016 through November 2018	Salvino
Glenn Harrington 4641 SW 30 th Way Dania Beach, FL 33312 954-393-9318 754-263-7354 glenn.harrington@lmppro.com	January 24, 2017	November 2016 through November 2018	Salvino
Chris Barile 5099 SW 28 th Avenue Dania Beach, FL 33312 954-989-8260 (Home) 954-494-1920 (Cell) chrisbarile@bellsouth.net	January 10, 2017	November 2016 through November 2020	Brandimarte
Carol Stokrocki 450 SE 7 th Street, #246 Dania Beach, FL 33004 954-482-2724 cstokrocki@att.net cstokrocki@hotmail.com	January 10, 2017	November 2016 through November 2020	Brandimarte
Linda Barber, Secretary 75 Gulfstream Road, Apt. 305 Dania Beach, FL 33004 954-328-8163 954-940-4969 Linda.barber1103@gmail.com	December 13, 2016	November 2016 through November 2020	James
		November 2016 through November 2020	James

**MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, November 28, 2018**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Gregory Galyo 4496 SW 37 Avenue Fort Lauderdale, FL 33312 904-476-7252 954-397-1112 ggalyo@gmail.com	January 24, 2017	November 2016 through November 2018	Grace
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	November 21, 2016	November 2016 through November 2018	Grace
Joe White 4541 SW 27 Terrace Dania Beach, FL 33312 954-873-5300 captjoewhite@aol.com	December 13, 2016 (appointment taken over from Salvino)	November 2016 through November 2020	Harris
Richard Croker 186 NE 6th Court Dania Beach, FL 33004 954-662-4874	January 9, 2018	November 2016 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, November 28, 2018

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Lori Lewellen 4541 SW 27 Terrace Dania Beach, FL 33312 954-224-2290 LLewe10417@aol.com	December 13, 2016	November 2016 through November 2018	Salvino
Samantha Christianson 5815 SW 39 th Way Dania Beach, FL 33312-6254 954-552-7524 SFC924@gmail.com	January 24, 2017	November 2016 through November 2018	Salvino
Jeff Hansen (24 NE 1 st Avenue) PO Box 1597 Dania Beach, FL 33004 954-929-9334 hlwdcahoot@aol.com	November 21, 2016	November 2016 through November 2018	James
Sabrina V. Wilson 107 NW 14th Avenue Dania Beach, FL 33004 954-643-9362 954-921-0422 Bri317@yahoo.com	November 21, 2016	November 2016 through November 2018	James
Clare M. Frost 642 NE 3rd Street Dania Beach, FL 33004 954-923-4439 305-924-4682 treeacat@aol.com	February 14, 2017	November 2016 through November 2018	Harris
Maria Lossa 422 SE 3 Street Dania Beach, FL 33004 727-251-1214 marmad678@gmail.com	February 28, 2017	November 2016 through November 2018	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, November 28, 2018

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Jimmie Peterman 717 SW 4 th Terrace Dania Beach, FL 33004 954-925-2417 jimmiepeterman@comcast.net	January 24, 2017	November 2016 through November 2018	Brandimarte
Debra M. McElyea 137 SE 2 nd Court Dania Beach, FL 33004 954-920-6869 (Home) 954-931-5868 (Cell)	February 14, 2017	November 2016 through November 2018	Brandimarte
Veronica Larkins 211 NW 12 th Avenue Dania Beach, FL 33004 954-394-8091 (Cell)	November 21, 2016	November 2016 through November 2018	Grace
A. Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-927-0650 954-558-2775 (Cell)	November 21, 2016	November 2016 through November 2018	Grace

PLANNING & ZONING BOARD
MEMBERSHIP
Monday, December 03, 2018

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Lauren Odman <i>Elected Vice-Mayor 11/6/18</i>	February 28, 2017	November 2016 through November 2018	James
Kenya J. Peterman 732 SW 2 nd Place Dania Beach, FL 33004 954-699-8470 954-251-1398 754-322-6362 (W) mrssunshine01@yahoo.com	January 24, 2017	November 2016 through November 2018	Salvino
David Nuby, Jr. P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 davidnuby@aol.com	November 21, 2016	November 2016 through November 2018	Harris
Charles Murphy 34 SW 4 th Avenue Dania Beach, FL 33004 954-218-1069 charles@rm-financial.com	May 23, 2017	November 2016 through November 2018	Grace
Lori Lewellen <i>Elected Mayor 11/6/2018</i>	November 21, 2016	November 2016 through November 2018	Brandimarte
W. Quin Robertson, Phd., GISP 805 Natures Cove Road Dania Beach, FL 33004 732-423-0039 qrobertson@att.net	December 13, 2016	November 2016 through November 2018	Alternate
Tony Suriani 1341 SE 3 rd Avenue, #207 Dania Beach, FL 33004 954-801-8189 antoniospizza@hotmail.com	March 14, 2017	November 2016 through November 2018	Alternate