MIRAMAR

BEAUTY AND PROGRESS
EST 1955

REGULAR

CITY COMMISSION MEETING

CITY OF MIRAMAR

◆ A G E N D A ◆

Wednesday
January 27, 2016
7:00 p.m.

ELECTED OFFICIALS

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

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CITY OF MIRAMAR
WELCOME TO YOUR CITY COMMISSION MEETING

We are pleased that you have demonstrated an interest in the City of Miramar by attending a City Commission Meeting. We hope you will attend more of these meetings in the future.

GENERAL INFORMATION: The City of Miramar is a municipality chartered by the State of Florida operating under the "City Council - City Manager Plan." The City Commission is comprised of four members and the Mayor selected by the residents of Miramar to serve as the City's governing body. It is responsible for adopting policies of the City, passing ordinances, adopting resolutions and approving budgets. A City Manager is appointed by the City Commission to serve as the administrative head of the municipal government and provides recommendations to the City Commission on policy issues.

The City Commission Meeting is a formal meeting of the members of the Commission to transact City business. This business is conducted in a manner prescribed by resolution, laws and regulations which require certain formal actions and the following of specific procedures.

The **AGENDA** is a printed document that lists the order of business for the Commission Meeting. The public is encouraged to contact the Mayor or any City Commissioner prior to a Commission Meeting to express their views on items appearing on the Agenda.

* All cell phones and other electronic devices must be turned off prior to entering the Commission Chambers.

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

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Who May Speak - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

1. Speaking on items on the Agenda - Individuals wishing to speak on matters that appear on the Agenda need only to raise their hand to be recognized by the Mayor. Discussion at Special Meetings is limited to the items referred to on the Agenda for such Special Meetings.
2. Other Business Items - These are items placed on the Agenda by the Mayor or a Commissioner and either are requests for the preparation of future legislation or are requests for possible direction to the Administration.
3. Speaking on items not on the Agenda - Public Participation - Any individual may speak on any subject pertinent to the City at the second regularly scheduled meeting of each month. Individuals must sign in with the City Clerk prior to the meeting. The Mayor will recognize those persons who signed in, under the agenda item "Public Participation".
4. Addressing Commission, Manner & Time - Public discussion during all items is limited to three minutes maximum per person, however, the Mayor at his/her discretion may allow more time. Each person who addresses the Commission shall step up to the speaker's podium and shall give his/her name and address.

The above represents a summarization of the Commission Procedures Resolution. Copies of this resolution are available from the City Clerk's Office. Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at 954-602-3011 at least two calendar days prior to the meeting.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and for such purpose may need to insure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CITY OF MIRAMAR
REGULAR COMMISSION MEETING
Wednesday, January 27, 2016

CALL TO ORDER:

ROLL CALL/ANNOUNCEMENTS:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Proclamation: Black History Month. *(Mayor Wayne M. Messam)*

Proclamation: Police Chief Ray Black Day. *(Mayor Wayne M. Messam)*

Presentation: Business First Survey Results by PMG Associates, Inc. *(PMG Associates, Inc. Vice President Phil Gonot)*

CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. Anyone wishing to comment on any item on the consent agenda should approach the podium now.

1. Minutes from the State of the City Inaugural Address of October 1, 2015, and Special and Regular Commission Meetings of November 23, 2015.

2. Temp. Reso. #R5965 approving and adopting the planning document/preliminary design report for the **East Water Treatment Plant Renovation Project** pursuant to Chapter 62-552 of the Florida Administrative Code. *(Utilities Director Hong Guo)*

3. Temp. Reso. #R5974 approving the purchase of **IONMIS servers** for the new **Police Headquarters Facility** from Communications Supply Corporation, utilizing NPPGov Contract No. VH11199 in an amount not-to-exceed $101,424. *(Procurement Director Randy Cross and Information Technology Director Clayton Jenkins)*

4. Temp. Reso. #R5956 authorizing the donation of $10,000 in State Law Enforcement Trust Funds to support the **Miramar Police Athletic League**. *(Interim Police Chief Dexter Williams)*

5. Temp. Reso. #R5957 authorizing the purchase and installation of add-on equipment for the **spacesaver lockers** and **high-density shelving units** for the new **Police Headquarters Building** from Patterson Pope, Inc., the lowest priced responder to Request for Quotation No. 15-PD03, utilizing Federal Forfeiture Law Enforcement Trust Funds in an amount not-to-exceed $18,223. *(Interim Police Chief Dexter Williams and Procurement Director Randy Cross)*

6. Temp. Reso. #R5953 approving the purchase of **city-wide communication services** from Verizon Wireless, utilizing State of Florida Agreement No. DMS-10/11-008C in an annual amount not-to-exceed $267,220 for Fiscal Year 2016. *(Procurement Director Randy Cross)*

7. Temp. Reso. #R5968 approving the award of Invitation for Bid No. 16-002, entitled "**Miramar Parkway Berm Landscape Improvements**", to Arazoza Brothers Corporation, in an amount of $65,129; authorizing the City Manager to execute an appropriate agreement with Arazoza Brothers Corporation. *(Procurement Director Randy Cross and Public Works Director Thomas Good)*

8. Temp. Reso. #R5972 approving the award of Invitation for Bid No. 16-001, entitled "**Historic City of Miramar Drainage System Improvement Project (Re-Bid)**", Lot 2, to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC., in an amount not-to-exceed $213,337, and allocating a 10-percent construction contingency allowance of $21,334, for a total contract price of $234,671; authorizing the City Manager to execute an appropriate agreement with Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC. *(Public Works Director Thomas Good and Procurement Director Randy Cross)*

9. Temp. Reso. #R5942 approving the second renewal of the **landscaping, irrigation maintenance** and **litter control services agreements** with Prestige Property Maintenance, Inc. in an annual amount of $424,948, and Landscape Service Professionals, Inc. in an annual increased amount of $214,052, for a combined annual amount of $639,000, for the one-year period commencing on February 28, 2016. *(Public Works Director Thomas Good)*

10. Temp. Reso. #R5969 approving an additional services fee for Walters Zackria Associates, PLLC, for **additional design services** for the **Adult Day Care Center**, in an amount not-to-exceed $70,632; authorizing the City Manager to execute a first amendment to the existing Project Authorization Agreement. *(Construction & Facilities Management Director Luisa M. Millan)*

11. Temp. Reso. #R5971 approving an additional services fee for CPZ Architects, Inc., for additional design services for the **Amphitheater at Miramar Regional Park**, in an amount not-to-exceed $91,622; authorizing the City Manager to execute a second amendment to the existing Project Authorization Agreement. *(Construction & Facilities Management Director Luisa M. Millan)*

12. Temp. Reso. #R5981 announcing **support** for Florida State Senator Maria Sachs' **Senate Bill 904 (SB-904)**. *(Mayor Wayne M. Messam)*

13. Temp. Reso. #R5960 amending the **Qualified Target Industry Incentive** for **Project Blade**; providing for local financial support in the form of cash in an amount not-to-exceed $27,000. *(Community & Economic Development Director Eric Silva)*

14. Temp. Reso. #R5955 approving the purchase of **Fire-Rescue supplies and equipment** from the Broward Sheriff's Office in an amount not-to-exceed $100,000 for Fiscal Year 2016. *(Fire-Rescue Chief L. Keith Tomey III)*

End of Consent

PUBLIC PARTICIPATION (7:30 – 8:00 P.M.)

RESOLUTIONS

15. Temp. Reso. #R5959 authorizing the signing and submission of a grant application to the **Florida Department of Transportation** for Federal Grant Program funds, and the acceptance of funds and associated match requirements if the grant is awarded. *(Social Services Director Marva Ricketts)*

PUBLIC HEARING

16. **SECOND READING** of Temp. Ord. #O1624 **amending Chapter 11, "Business Taxes, Permits and Business Regulations,"** of the Miramar **Code of Ordinances** by repealing Section 11-33 "Interview and Investigation of Receipt Applicants; Duties; Fee to Defray Cost of Criminal History Form; Receipt Questionnaire Form", Section 11-34 "Grounds for Denial", Section 11-35, "Appeal from Denial of Receipt", and Section 11-36, "Revocation of Receipt", to eliminate the processing of background checks for new businesses as part of the business tax receipt application process; and providing for an effective date. ***(Passed 1st Reading on 11/23/15)*** *(Finance Assistant Director Barbara Hastings)*

17. **SECOND READING** of Temp. Ord. #O1629 **creating** a new chapter of the **Land Development Code** entitled **Chapter 1 Authority**; rescinding existing Chapter 1 Purpose and Applicability, and Chapter 3 Review Agencies, including the City Commission, Planning & Zoning Board, Development Review Committee and Community Appearance Board; adopting a new Chapter of the Land Development Code; providing for applicability, title and authority; providing that the existing zoning map shall continue in effect; adopting provisions related to interpretation and replacement of the Zoning Map; providing for the creation of and operative provisions relating to the City Commission, Planning and Zoning Board, Development Review Committee, and Community Appearance Board; and amending portions of Chapter 4 Comprehensive Plan, relating to application procedures, amendment procedures and grammar, and Chapter 8, Section 813 Community Appearance Board; renumbering and relettering provisions; providing for severability; providing for inclusion in the Code; and providing for an effective date. ***(Passed 1st Reading on 11/23/15)*** *(Principal Planner Michael Alpert)*

18. **SECOND READING** of Temp. Ord. #O1630 **amending** the **Land Development Code**; making findings; amending **Chapter 5**, "**Development Review Procedures**"; revising Section 505 relating to "Temporary Uses and Structures"; amending Section 508.14 relating to certificates of level of service compliance for parks and recreational areas; amending Chapter 7 "Use Regulations"; revising Section 705 relating to "Commercial Zoning Districts" requirements and Section 706 "Industrial Zoning Districts" requirements; revising grammar and inserting catchlines; revising uses, standards, and requirements; revising Section 713 relating to "Specific Use Regulations"; repealing Section 713.6 relating to child care centers and Section 713.14 relating to restaurants; revising Section 713.19 relating to fuel service stations with mini-markets/convenience stores; providing accessory use standards; amending Section 713.21 places of assembly and 713.22 pain management clinics, revising grammar; amending Section 715 relating to Transit Oriented Corridor Districts; amending development incentives; amending Section 715.3.3 relating to landscape standards; providing new standards for tree planters, planting strips, median trees, and street trees; revising Section 713.3.7 relating to development standards in Special District 3 (community facilities); revising graphics and tables displayed in Section 715.4.0 in the Transit Oriented Corridor District; amending Section 809.9 relating to gazebos and pergolas; amending Section 809.13 relating to utility sheds; revising section 809.17 regulations and including regulation of patios on fee-simple multi-family lots; amending Section 809.18 to include regulation of walkways on multi-family lots; providing for severability; providing for intent; inclusion in the Code; providing for interpretation; and providing for an effective date. ***(Passed 1st Reading on 11/23/15)*** *(Principal Planner Michael Alpert)*

QUASI-JUDICIAL PUBLIC HEARING

All who wish to speak shall be collectively sworn in. City Attorney will then read the title of the item to be considered. Staff shall present a brief synopsis of the application and make a recommendation. Next will be a presentation by the applicant. The Commission will then hear from participants in favor of and in opposition to the application. The applicant, staff and or any Commissioner may cross-examine the witnesses, and a participant may request that the board ask questions of a witness. The public hearing will conclude with final remarks by staff and the applicant. No further presentations or testimony shall be permitted. All decisions of the Commission must be based upon competent substantial evidence presented to it at the hearing. All backup materials provided to the City Commission, as a part of the agenda will automatically be made a part of the record of the hearing. All approvals will be subject to staff recommended conditions unless otherwise stated in the motion for approval.

19. Temp. Reso. #R5976 considering an application for **extension** of **Site Plan approval** for **Sunset Lakes Center**, located at the northeast corner of Miramar Parkway and Southwest 186 Avenue. *(Community & Economic Development Director Eric Silva)*

OTHER BUSINESS

20. **Reports and Comments:**

Commission Reports:

City Attorney Reports:

City Manager Reports:

FUTURE WORKSHOPS

Date	Time	Subject	Location
01/27/16	5:00 P.M.	Miramar Cultural Center Workshop	Commission Chambers

ADJOURNMENT

THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING IS:

February 23, 2016 at 7:00 P.M.

1.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Minutes from the State of the City Inaugural Address of October 1, 2015, and Special and Regular Commission Meetings of November 23, 2015

1a. State of the City Inaugural Address Minutes from 10/1/15
1b. Special Commission Meeting Minutes from 11/23/15
1c. Regular Commission Meeting Minutes from 11/23/15

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THE CITY OF MIRAMAR
STATE OF THE CITY
INAUGURAL ADDRESS MINUTES

October 1, 2015	**6:30 P.M.**

The City of Miramar State of the City Inaugural Address took place on Thursday, October 1, 2015, at 6:45 p.m. at the Miramar Cultural Center-ArtsPark, 2400 Civic Center Place, Miramar, FL 33025.

The following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Yvette Colbourne

WELCOME & INTRODUCTIONS - Tamara G, Mistress of Ceremonies

Tamara G opened the proceedings.

INVOCATION - Father Ernest Biriruka, St. John XXIII Catholic Church
Pastor Mark Rodriguez - Calvary Church

PRESENTATION OF COLORS - City of Miramar Police and Fire Honor Guard

PLEDGE OF ALEGIANCE - Miramar Early Childhood Academy *MiraMarvels*

NATIONAL ANTHEM - Rochelle Lightfoot *The Sweetheart of Song*

Tamara G recognized and welcome all elected officials and representatives present, thanking them for taking time from their busy schedule to join the Miramar City Commission for the State of the City address:

- Commissioner Brian Johnson - City of West Park
- School Board Member Patty Good - Broward County
- Richard Nelson - Representative from Senator Marco Rubio's Office
- Gloria L'Amour - Deputy District Director/Office Manager for Congressman Mario Diaz Balart
- Shirley LaFord and Alexis Schneider- Representatives from the Office Congresswoman Frederica S. Wilson
- Willowstine Lawson - Regional Director for U.S. Senator Bill Nelson
- Commissioner Jay Schwartz - City of Pembroke Pines
- Launa Carbonell - Representative from County Commissioner Barbara Sharief's Office.

OFFICIAL 2015 CITY OF MIRAMAR - It's Right Here in Miramar Videos

STATE OF THE CITY ADDRESS - Mayor Wayne M. Messam

MAYOR MESSAM: Good evening, Miramar. Before I get into the address, on a more solemn note, I would like for us to pause as a community and as a city to keep in our thoughts and our prayers, the families of the victims in Roseburg, Oregon. I'm not sure if you had heard. There was a tragic shooting at a community college out in Oregon this morning. Right now, the tally is about 13 fatalities, so keep our fellow municipality, Roseburg, Oregon, in our hearts and our Prayers. Thank you.

At this time, I do want to just quickly introduce my colleagues who are present here; a couple of them were not able to make it tonight with prior conflicts. As you saw earlier, I'd like to recognize our Vice Mayor, Darline Riggs. Vice Mayor Riggs is actually the City's first Haitian-American elected Commissioner in the City. Also present this evening is Commissioner Yvette Colbourne. Good evening, ladies and gentlemen. I'm so excited to be here for you this evening, because we have a wonderful city here, the City of Miramar. It is my distinct honor to represent the City, along with my colleagues on the dais, the Miramar City Commission, to get this City's State of the City and my inaugural address, and to report to you that this great City of Miramar is doing strong. That deserves a handclap.

We had a very transformative year, and I'm so proud to say that we continue to move in a positive direction, because of the diligent work and efforts of our hardworking employees and City staff here to my stage left, here in the City of Miramar, and I'll be recognizing them by department in a moment. Also, with a sincere dedication of strong, conscientious volunteer advisory boards, who help advise the Commission and our City staff in terms of affairs here in the City of Miramar and, most importantly, because of the faith and commitment, and the support of you, our residents and our business community. At this time, I would like to have an opportunity to introduce some, and perhaps just to share with the residents and the business community who actually makes the wheels turn here in the City of Miramar.

By department, we would like to recognize the Office of the City Manager, and her administrative staff; there's also the Office of Marketing and Public Relations, they would kill me if I left them out; our Community and Economic Development Department; our Construction & Facilities Management, they're responsible for building all the projects and maintaining our facilities; our Cultural Affairs Department; our Financial Services Department; Fire Rescue and Police Department, they put their lives on the line every day, not knowing if they're going to make it back home, and we thank you all for that. All our employees are important, and we give special recognition to our public safety professionals that make it work for us, to help keep us safe. Human Resources, that's right; Information Technology, formerly known as MIS; Management and Budget; our City Clerk's Office, we see you in the back; Procurement; Public Works; Utilities. Public Works and Utilities, they're the ones who go out when the sewer line breaks at 2:00 a.m. in the morning. Yes, yes, yes. Yes, they're important, they're the backbone of our community, keeping our roadways clear, making sure our engineering and infrastructure is in order, so we definitely don't want to underscore the importance in their contributions here. Social Services; and the hardworking legislative aides/ secretaries/executives/executive assistants for the City Commission. Oh, who did I forget? Oh, how could I forget; probably the most utilized asset of the City, our Parks & Recreation department. You know for that booboo I would offer happy hour drinks on the Mayor, but that might set me back, there's so many of them, you know. I'll make it up, I'll make it up. Before I continue, I know I'm not going to leave this group out, it is the City Attorney representation; our legal attorneys, will they please stand up and be recognized. They help keep us out of trouble, and minimize or mitigate the mess sometimes we, unfortunately, may get in and that doesn't escape any municipality, so our City Attorneys, they work very hard to keep us in line, and in accordance with our State regulations and City Charter. So we appreciate all the work. Now, before I go on, have I left anyone out? Okay. I would say, when you come here to the Miramar Cultural Center, we always have great supportive volunteers that serve as ushers, and just help us to get seated and situated here in the Cultural Center. I believe some of them are here tonight, so let's give them a round of applause.

You know over the past year, the City Commission and our City staff have carefully tended the routine business of running the City, but even in the face of real challenges that are left before us, because of the shared vision that we all have as a community, with our residents, citizens, and our business community, we have also been able to cast an eye forward of where we will go. But before we even talk about where we will go as a city, it's always great to know where you're coming from, and to kind of step back for a minute to see what you've accomplished over the last year or so. Historically, the State of the City was more catered toward the business community, and specifically the Miramar/Pembroke Pines Chamber of Commerce to give the business community a pulse of what's going on in the City to ensure our business community that the City is going in a positive direction, to get feedback, in terms of how we could work with our business community to keep it moving forward.

When I became mayor, I felt that, in terms of the City Address, I thought that it would be great to include the community as a whole, because everyone needs to know about the City, because everyone is not here at City Hall every day like we are.

Everyone is not necessarily aware of all the programs, all the resources, and sometimes the majority of the community only pays attention to the City when they want to use our parks or if there's a problem that the City has to resolve, and especially during tax time, that we just pass by. So I felt that we need to go ahead and open it up to the community, and that's why for my inaugural address, I opened it up for the community, so that this can be an annual affair where we can present the State of the City, to inform our residents of the business of our great City.

Now this address will highlight aspects of our business sector, which has been previously done by my predecessor, but I also want to highlight some of the economic development and the growth of the City. I also wanted to touch on some of the quality of life benefits of being a resident here in the City of Miramar, or even owning a business here in the City of Miramar, and then I'll also have an opportunity to present a couple of initiatives that will come out of the Mayor's Office. You'll have an opportunity to hear from a couple of my colleagues, in terms of their direction for the upcoming year. Once I'm done with that presentation, then we'll have an opportunity, as you saw in the video, the City of Miramar turned 60 years old this year, 60 years. Look how far we've come. And continuing that celebration, after this presentation, we'll have a reception next door in our banquet hall, and I'll look forward to shaking your hands, speaking with you, along with my colleagues and the City staff, and we can break bread over some punch and some cake. I'm glad there's some kids in the audience; I'm sure they'll be very happy and hyper when they get home after drinking so much punch and cake.

But before I go into the presentation, I highlighted some of the great things that our City is doing, and in testament of the great work of our staff, I just wanted to highlight a couple of the accomplishments, awards and recognitions by our city, as a whole, and even some of our departments, is included in your handouts, that you can to take a look at to look at the comprehensive list. But our city is nationally recognized, recognized in areas in association, in industries, and it's something that the residents and the business community of Miramar can definitely be proud of all the hard work of our city, and it's not going unnoticed. Our peers in other municipalities, and county, state and federal regulators are recognizing the great work that's taking place here right in the City of Miramar, so, again, thank our City staff for all the great work they're doing.

For our business climate in the City of Miramar, you know business activity is so important in any city. If industry isn't in place, there isn't a place to work, there isn't a place to get people to buy goods and services. Miramar is doing actually pretty well, as it relates to business activity. Miramar is known as an aviation hub, meaning equidistant from both airports, many companies right here in the City of Miramar are supplying the aviation industry. In fact, just the other evening, the Aviation Consortium of Miramar had another reception here where they received legal advice in terms of their industry, I think over 30 companies were represented. Some companies are Fortune 500 companies to small suppliers right here in the City of Miramar. It's been so successful, that it's actually being spread throughout, there's talks of making the consortium countywide. Again, Miramar setting the trend, setting the standard and paving the way for economic activity, and we're proud of our aviation sector hub. Some of you already know that, and Spirit Airlines is actually headquartered right here in the City of Miramar.

We're adding many new high paying jobs, and I'll share some statistics about how well we're doing in terms of adding new jobs in our city. Miramar, in terms of having Fortune 500 presence, has unmatched presence of Fortune 500 companies that are either headquartered, regionally headquartered, or some form of presence in the City of Miramar, and that is a striking statistic to be able to tally. So in terms of property value, attracting other businesses, it's a very important statistic to be able to have as a city. I don't know if there's any other city that can claim more Fortune 500 companies, so none have stood up yet over the years and said that they have more, so we'll keep claiming that statistic. Now in terms of the corporate activity over the last year and a half, there's been over $17 million direct investment in the City of Miramar, improvement of over 200,000 square feet. This is our industrial parks and other commercial areas around the City, and that has created over 190 jobs up until April.

I separate April of this year to share the stat. Since April 2015, Miramar has brought in three new major companies totaling 130 more jobs, millions of dollars of capital investment, and these are the high paying jobs, since April. What's really funny is the industry in the news, what country usually takes all the jobs? China. JL Audio, Miramar took jobs away from China. Usually jobs leave the U.S. and go to China. Miramar was able to bring jobs here from China. JL Audio was already here in Miramar and could choose anywhere in this world to bring that Division of Operations to and decided that Miramar was the place to expand and to grow, and we're committed to ensure that that type of confidence remains in our City. These are just examples of some of the companies that are here.

Now in terms of the business community, we have strong office space, industrial space, as well as retail, a nice balance of diversity of corporate businesses here in the City, and this is just a reflection of some of the corporate residents right here in the City of Miramar. I'm sure you all recognize many of those brands. At this time, I'd like to recognize Memorial Healthcare Systems. I think a representative is here; if so, would you please stand, if not I know tonight they have a conflict. Memorial Health System, specifically Memorial Hospital Miramar is located right here in Miramar on 172nd and Pembroke Road. They are one of our strongest corporate partners. We have many strong corporate partners, but Memorial Healthcare, whenever we pick up the phone, they are responsive, because if they are our local hospital. They care for the needs of the sick, the injured, and the dying, and we definitely appreciate their partnership. Leah Carpenter, the CEO at that location, who is a Miramar resident, sends her regrets for not being able to be here. They're actually having an employee recognition event that's conflicting tonight, so they would have been there, but because of the conflict they were not able to be present, but we thank them for sending a representative.

So what kind of investments are taking place in the City of Miramar? And now we'll take a look at our economic development activity, in terms of what direct investments are coming. There's more activity planned. Are we losing business? What does that plan look like? Well, if they think that Miramar is slowing down, guess again. As you can see here, there are almost 2,000 residential units planned in Miramar, additional residential development valued at over $191 million in just construction investing here in the City of Miramar. We'll talk a little bit about that in a moment. The employment rate is very strong in the City of Miramar. We're beating national, state,

and county rates in terms of our employment activity. No place has a zero percent unemployment rate, even if everyone had a job, no one ever stays in a job. There is attrition, there is competing for jobs, so, typically, if everything is perfect, I think the industry standard is probably close to around four percent, just to account for people changing jobs or getting promotions, moving out of the City for whatever reason. We're right at 4.9 percent, doing very well.

I'll talk a little bit about planned units, over 11,000 building permits that our Building Department is processing right now. The construction values of homes is $350 million, that is striking. We know that the economy isn't totally back to the heyday, but when you look at this type of investment, the City of Miramar is presenting and demonstrating type of activity that shows signs, that at least for Miramar, that there's confidence in our City, there's confidence in the leadership, and we have to ensure that we continue to keep that momentum, and that's something that we all can be proud of here in the City of Miramar. In terms of our financial rating. We've done a few refunding of bonds and bond issues, where the Wall Street underwriters have a chance to pop up the hood, and kick tires and see exactly how we're doing, and Moody's has rated us at Aa3 bond rating, and that's a very strong, very strong rating, and it gives us very competitive interest rates, in terms of when we had to refinance our fund, or capital projects funding in the City of Miramar.

Just yesterday, I was driving somewhere, I was coming from a meeting, a Broward League of Cities meeting, and my phone tinged, and when I arrived here at City Hall, I looked at the note. It was a note from the Sun Sentinel about Miramar. And there's an article that said Miramar has one of the highest economies in the nation. I've already shared some of the data that support that. But when we look at these statistics here, you may not see other stuff: ninth largest growth in working aged population. Even when we were in a recession, Miramar continued to grow, and that was one of our major challenges. When the property values were going down, people were losing their jobs, and people were still moving into the City of Miramar, creating tremendous strain on our operations and management, and our police department couldn't keep up, in terms of having the right number of police officers and firefighters, and our Utilities Department, and Public Works. It was a very tough time, and we're starting to see signs of us being able to come out of that. These are some great statistics that show that Miramar is continuing to grow, despite the doom and gloom you hear nationally. But when you come here in the City of Miramar, although not perfect, we have the foundation to continue to grow that is required to keep pace, to stay ahead of everyone else.

So why are these businesses coming to Miramar? Miramar is recognized as a platinum city, and that designation just shows how we accommodate business activity. When businesses want to come here, we're competing against Coral Springs, and our friendly neighbors in Pembroke Pines, which are other great and outstanding cities, the Coral Springs, and Doral and Miami, Fort Lauderdale, Hollywood. The competition is fierce, so in the City of Miramar, we have to continue to be in a position to make doing business very easy. So some of the things we do is when we're making direct investments into the hundreds of thousands of square feet in industrial space when, let's say, the Jet Blue comes here and needs 100,000 square feet, money, time is

money. How long will it take us to get our building permit? So we streamline that process. We help fast track their permitting process. I see Commissioner Schwartz is going to take our secret back to Pembroke Pines. Our Economic Development staff actually takes the time to walk with our potential business residents and help them with site selection. Help them understand where are the best places for their type of business. If you're a light industrial firm, well, we can't put you in the middle of a residential area, but you know we have an industrial park that has development opportunities for you to go, and we make sure that the right businesses are in the right places in the right areas in our City. So we really try to streamline that process.

In addition, we have a Small Business Assistance Program, and there are more small businesses in Miramar. And I should talk about our Fortune 500 companies. In Broward County, do you know that 90 percent of the businesses in Broward County are mom and pop small business. In Miramar, we offer many incentives for them. I talk about the Chamber of Commerce earlier. If you're a Miramar based business, do you know the City of Miramar will pay your first year's membership in the Chamber of Commerce. We understand opening up a business has a lot of financial demands and priorities. You can come to the City of Miramar, get acclimated with our Chamber of Commerce, develop a relationship, and hopefully you can get your business up and running, and then you can go on and continue your membership with the Miramar/Pembroke Pines Regional Chamber of Commerce. Here are just some of the companies that have taken advantage.

The foreign trade zone, and I'll talk about this later, but I'm really excited about this. The City of Miramar had one of only two foreign trade zones in all of Broward County; the only other foreign trade zone in Broward County is at Port Everglades. That allows this import and export business to be able to import and export products with significant tax savings, and in some cases even tariff free, along with jobs, and those jobs are being created right here in the City of Miramar. Two of the companies that were present two nights ago here at our banquet hall at the Aviation Consortium, AeroTurbine and Kellstrom Defense. Do we have any representatives here from those companies? Can you please stand and be recognized. Actually, one of my Bible study group members works for AeroTurbine, and he was planning to be here tonight, but the company sent him off for a sales meeting, and he was very disappointed not being able to make it, so I told him I would let you know he was disappointed he couldn't make it.

Kellstrom Defense; I'm so excited about this company, because they are here in Miramar, there've been here for years. They were bought by a company out in California. The company seriously considered moving their operations somewhere more central in the country, like around Oklahoma or Texas, but our staff worked along with the Greater Fort Lauderdale Alliance, because aviation is part of one of the State of Florida's targeted industry, were able to put a package for them. Not only were they able to attain here in Miramar, but they actually left their prior location, built 200,000 square foot warehouse by Bokampers, and added more jobs. So not only did they stay, they invested more in our City, and they created more jobs.

Now for the majority of you who are residents, this is what I really get excited about, because what it really boils down to is, how is your quality of life? How happy are you here? And I know, based on your financial situation, where you live in the City,

temperaments can be all over the place when you ask that question. I want to share some information on how the City of Miramar is working to ensure that all of our City, from east to west, north and south, is benefiting from what is happening here in the City of Miramar. A couple of highlights: the long, overdue Police Headquarters that you see across the street is finally being built. Our Police Headquarters was damaged by Wilma in 2005, and our police department has been crammed in the Miramar Park of Commerce for the last ten years, and we're finally on the way, and it is due to open, I think, sometime in April, April or May, where our police department finally gets its rightful place to be able to continue to keep us safe.

East Miramar, the Historic District. We often hear that everything is happening in the west, nothing is happening in the east, and I'm going to dispel that tonight, and this is just like a highlight that right now we're in Phase III in infrastructure work, that's on water, sewer, and storm water project that is in design right now. $20 million directly invested in improving infrastructure. Citywide, Parks and Recs, I know they're still upset with me for forgetting earlier. $28 million to fix our parks citywide. We have over 40 parks, many of them have been in disrepair, and when the economy was slowing down, we didn't have the excess resources to be able to keep up with the maintenance, so we had a lot of deferred maintenance throughout the City. We're investing $28 million to make sure that our children have a wonderful place for recreational, educational activities, and I'm going to highlight some of those opportunities.

Traffic; God knows traffic can be very tough, especially on the Miramar Parkway corridor, I-75. Well, Pembroke Road Overpass is almost complete, and everything else is built, we're just waiting for the overpass to cross over I-75, right. And that's a great partnership with our neighbors, with Pembroke Pines, the Florida Department of Transportation, and Broward County coming together to make that happen. That's going to alleviate traffic tremendously. The Miramar Parkway widening of I-75. We look at what's going on right now, I'm still amazed at how the engineers and contractors were able to maintain the traffic, keep the traffic flow with all that heavy work taking place. Although it can be challenging, but help is coming. Actually, help is already here, directly with the construction process, we know better days are coming.

Fire Station 107, desperately needed, especially between I-75 and Red Road, we've got a lot of gap. So many times you may wonder when you're driving on Miramar Parkway, Flamingo and you see a green Miami-Dade County ambulance in our City responding, giving us mutual aide, because we're so busy as a city, because of that shortfall not having the presence of a fire station right between Red Road and Flamingo. Fire Station was the only way.

Now the property owners, I'm sure you're happy about this statistic. The property values are going up. There's no guarantee we'll see an eight, it's almost ten percent in some cases next year, so we'll bask in the news that, citywide, that City of Miramar had an increase, and the more our properties go up, the better it is for us financially. And it gives us some resources to be able to help spread the financial strain across the City. That means that if property values are going up, that means people are excited about Miramar. They want to move into Miramar. Property values don't go up in cities where people are trying to get out, and we want to continue to make those property values.

Last, Miramar is investing in our schools. Yes, schools are the responsibility of our School District, but Miramar has made a significant commitment, and it's being decided as a city, the City Commission, that we're going to invest in early childhood learning with our VPK program that we support financially for any parent that wants to get their three to four-year-old early education. It's available here in Miramar. At the high school level, we realize that we want to ensure that our children who choose to have a profession in public safety, get early exposure, early training. Everglades High School is in the second year of Firefighter Academy Program taught by our very own fire department. I think by the time they go from the ninth grade to the 12th Grade, by the time they're done, they almost have half of their training already completed. You want to talk about a head start against the competition. For all you visitors just peeking in and enjoying this presentation, especially our middle school students that are going into high school and they have an interest in fire protection, in EMS, you may want to enroll them in Everglades High School, so they'll be getting the firefighter training program.

Not to leave our other high school out, Miramar High School, that has so many accomplishments with its IB Program, its engineering program. I mean we can just stop right there, and that's a top high school, but we didn't do that. We committed to support a Criminal Justice Program at Miramar High School, so if students wanted to be in dispatch, or to be a police officer, they are getting the training at the high school level, so that by the time they graduate, they'll know if they want to continue this, and they're well ahead of their peers in terms of positioning themselves. Those are the great things we're doing in terms of how we look at the residents' quality of life.

Just some general data in terms of growth. We're an international city, whether we want to accept it or not. I know, I know, I know some of us who've lived in the City for 20, 30 years, we still feel that we are a small, bedroom community. That's what's so great about Miramar, because we still have that hometown feel. Even though we're the fourth largest city, and soon will be the third largest city, so watch out Pembroke Pines, we're coming, we're coming, we're coming. We continue to grow, but we're still keeping that hometown feeling. But because of our location, and the growth of South Florida in general, and the attractiveness of Miramar, we're growing leaps and bounds, and we're an international community. You can go in any one of our stores, you hear Spanish being spoken, you hear Dutch, you hear Creole, you hear English, you heard patois, you hear it all. That's our base. We are a diverse community. We're equidistant from both seaports, both airports, we're literally 30 minutes from everywhere with good traffic. We can even reach Miami-Dade County. We can reach all of Broward, and maybe another ten more minutes, we're up in Boca and Delray Beach, and within an hour, we're at City Place in West Palm Beach, that's why Miramar is so great. And, as you can see, the population growth over the years, almost 135,000 residents, plus the nearly 2,000 residents that come, as you can see. We're going to surpass 135,000 very quickly.

As I mentioned before, you want a nice place to live, you want a place to work. Not only do you want a nice place to work, you want to have a nice salary with it, we offer that hear in Miramar. Now it's not everywhere, but we have to make sure that we are preparing ourselves for higher paying jobs. We have the companies that we

mentioned earlier, those are high paying jobs. So where's our attention? I'll talk about that in a minute as well. Our market is very active. You know those 1,800 units? That's not all $400,000, $500,000, $700,000, $800,000, $900,000 homes; even though it's a part of it, we also have multi-family.. There's a diversity of residential options being developed from workforce housing to estates that are being developed right here in Miramar, so everyone has options, and we are rapidly running out of that. There's not much vacant land left, not much vacant land left and these developments. Just to give you a point of reference where the developments are. Just across the Turnpike, there's all the property in one phase that's I think that's IMT. Just west of that, behind, all the way back to Flamingo Road, there's going to be more multifamily development, and on the Flamingo side across from Silver Falls or I think Silver Shores, there's a shopping plaza that's already been developed, and that's currently being built right now, so development seems to grow.

The residential units, I'm not sure, actually it's on 172nd Avenue across from Everglades High School. You know those tall, AM towers? They're being decommissioned and almost 600 units will be built there, so that Bass Creek Road can be extended westward to accommodate. That's the last large tract of land for residential development. Obviously, we live here, got nice high-paying jobs that's close. The days of going downtown Miami, downtown Fort Lauderdale, or all the way up to West Palm Beach just to go to a cultural event, a concert, festival, we present those options right here in Miramar, not a five-minute drive, but just steps from your front door. And that's the offer. Some of our well-known events, Fourth of July celebration. I think we probably had almost -- a representative from every city at our Fourth of July night. We had up to 12, 13,000 people in Regional Park, because we have the best Fourth of July fireworks display, so people come from all over, including our residents too.

We were able to attract Zo's Winter Groove; it's been known over the years as Zo's Summer Grove, so he changed it up, he's smart, because he had it in summer. Well, all the money isn't here in the summer, they're off in Canada, New England, so he was smart. He said, you know what, I'm going to have that event in the winter time when all the snowbirds are here. And, guess what? He picked our Regional Park to do not his big event, the golf tournament, but his outreach event in terms of physical fitness and being a former professional basketball player, that's all there with the Heat. His 5K, his health fair is right here at Regional Park, and Miramar is the home. He reached out to us last year, and we worked with him to bring that event here, and next year it will be here again for the second year in a row, and we want to continue to attract that high level, high quality family oriented events here in the City of Miramar.

Obviously, our Christmas Tree Lighting, Universal Circus' it was the highest last year. They reached out to us, and Universal Circus is coming back to the Regional Park. So we already got that. And, actually, a plug for Hispanic Heritage, that's a local event, that will be taking place, I think, the weekend of the 17th? Of the tenth? Oh, the ten, so we have events for everyone; our Caribbean-American Heritage event we had at the Shirley Branca Park. The upcoming event for the Hispanic Heritage Festival, Miramar Days, so we have something for everyone to enjoy right here in our City. So we're adapting to our change, we're adapting to the growth, we want to ensure that everyone has events that they can enjoy. As you can this last bullet, I think there's

going to be either the concert or some other festival taking place at Miramar Park, so we'll probably have to double the size of Miramar Park, maybe create some more land and make the park even larger, because there's so much going on at our Regional Park. It's truly become a destination for our residents in even the south Broward region.

Some highlights here on our 40 parks, two aquatic centers, and in the beginning of the presentation you saw at the beginning of the program tonight all of that is filmed right here in Miramar, showing our parks, showing our aquatic centers, our Miramar Cultural Center where many cultural events: the plays, concerts, ballet, operas; there's weddings and wedding receptions. I mean if you see how that banquet hall is transformed on any given weekend. If you haven't had a party in there or attended a party in there, just come over and just see the type of events that are taking place. We have our Broward County branch library right behind Town Center here, our students can go and read book do their homework, Nova Southeastern University, Broward College, all here. Florida International University of Broward County right by the FBI building on just built off of 145th Street. We have from VPK to higher ed right here in the City of Miramar.

Why that is so important is because companies, when they look at our City, they know that their workers have A rated schools to attend, they have wonderful parks to go to. As a business executive, to develop my workforce, I have continuing education that's available at FIU, FAU, Nova Southeastern University, Broward College, Florida Memorial. Most of these institutions are right here in our City, so when you talk about how things that businesses look in our community, we have like here in Miramar, that is why property values are going up. That is why you see all the development taking place in the City of Miramar. And I can't forget our Senior program that takes place at the Multiservice Complex, and we'll recognize them in a moment.

In our parks: the Youth Enrichment Center, Jason Taylor, he's in the ring of honor for the Dolphins, one of our heroes in terms community involvement, using his celebrity as a football player. He's been involved in the City of Miramar for the last nine years, investing nearly $1 million in developing and promoting literacy in Miramar children in our historic side of town. All those students are improving their performance, they're getting scholarships, and the Miramar High School Spoken Word Chapter, the national champions; they went up to Chicago and brought the trophy back home. Do we have any representatives from the Jason Taylor Foundation present? And you should have heard them on the night of Spoken Word. We're going to have another event here at the Cultural Center. You all will have to come back. You want to talk about some talent?

And this is how great this is expanding. it's not just in Miramar. There's a spoken word club in Cypress Bay, in Weston, Dillard High School, Hallandale, so imagine, Miramar students interacting with kids from Weston, Dillard, Hallandale, they're taking subjects, they're seeing all different sectors, and expressing the spoken word in a competitive environment, in a spirited environment. It's great entertainment, great education, and developing our youth, and we're doing that right here in the City of Miramar, and we thank the Jason Taylor Foundation for this partnership with Miramar. I'd like to recognize Coach Christopher McDonald Bell, is he here, with the Miramar Optimist? Stand up, stand up. Year after year, field events, kids at our Ansin Sports

Complex, they bring home medals, national placements and champions right at out Ansin Sports Complex, and I have more Ansin news in a minute.

Our Youth Advisory Council, let's recognize the Youth Advisory Council stand up please, they're from Miramar High School and Everglades High School and represented by the Mayor and Police Chief, because of our youth involvement, every time they go to a national conference, this year it's in Nashville, so in about a month, they'll be in Nashville representing our City, and our Youth Advisory Council is the best of all council. They're the most professional, they're the most active, they're the smartest, they're brightest, and they represent you very well, we look forward to them participating in November. I want to be able to get more students involved, and they'll be doing projects throughout the City, and then I want to also expand their outreach to go to Washington, D.C., to the National League of City's Spring Conference, where we and lobby our congressional delegation in D.C. So we're going to be reaching out to the community for your support to help us make that possible.

Now, one of my favorite groups, our seniors. Will you please stand. I tell you, I want to have fun hanging out with our seniors, because you young folk, I like my seniors. You young folk, you're too slow, you're boring, hanging out with seniors and playing cards, we're line dancing, they know how to enjoy life, and they're so knowledgeable, the wisdom that they share with me. We love you and we'll continue to do everything we can to support your development, because you're still developing, you're still growing, you're still contributing to our community, and we thank you for being here in the City of Miramar, and being a part of the fabric of our community.

These are some of our corporate partners that participated in the City's career fair. I'm not sure if any of the representatives from the firms are here tonight; Career Source Broward, we have a few. Thank you. Great. We invited them to come back, because they actually hired Miramar residents and other participants from the South Florida area at our career fair. So when you hear City of Miramar is having a career and looking for employment opportunities, they actually hire. It's not for show. These are companies that are coming with real job opportunities, they're actually putting people to work, and we thank all for being a partner here with us in Miramar. I'd like to say this. As you all know, you may know this gentleman, former Olympian, sprinter, didn't get a chance to run against me, but I'll save myself the embarrassment, because by the time he would have gotten out of the blocks, I probably would've just been tying my shoelaces.

Mr. Bolden, Miramar resident, if you could stand please. Any given weekend, during track season around the world, he's an awesome and dynamic color analyst that breaks down what it takes to win, and when someone may trip out of the box or stumble out of their lane, he knows exactly why it happens, and he explains it in such simple terms that a slow person like me can even understand it. And he could have gone anywhere in the world with his resume and his ability, and Miramar is home, and he's helping to develop champions right here in Miramar. Is Kalifa and Brianna here tonight? Come on, stand up, let us see you. Not only are they smart, beautiful, well-mannered, they have some exception God-given talent, and when you combine that with the expertise of a coach like Mr. Bolden, that produces a world champion. Kalifa went to

the Caliest (sp) in Colombia, the fastest young lady in her age group. Her dad, stand up dad, is with our police department.

We run into each other at Ansin Park and around the community, and he always gives back, and I just want to say, as a father, thanks for being a rock for your daughter, so that she can continue to soar and climb. Brianna. Brianna she's been recognized here at the City, national champion. These are our future Olympians right here in our City and I recognize them, your tax dollars built the Ansin Sports Complex. Many people probably question why did we need the best track surface in the world, because at the time, there was only one other place in the world that had that track technology. The got it in China for the Beijing Olympics, and there maybe another four or five that have built since, but in Miramar, not only did we build it, we're actually building leaders we're building Olympians right here in the City of Miramar. Brianna we're happy for you and your accomplishments in terms of just shattering records of where you are, and if you can keep it up, you may be the first women to break ten seconds, it can happen, it can happen, it can happen.

I'm just going to quickly go through some of our projects that are coming up. As we mentioned before, our Police Headquarters is being built. We've got another public safety facility to accommodate some public safety functions that we need in our City that can't necessarily be housed in our Police Headquarters. Fire Station 107, which will be located right between Red Road and Flamingo. These projects, all the projects that I'm listing are in our capital program, you see the funding schedule, these are approved projects in our Capital Improvement Program and are funded. We talked earlier about Phase III in terms of Historic Miramar. Here's the Turnpike. One of the challenges we've had in the City of Miramar is increasing our infrastructure in east Miramar, and that included putting more user on our water system, putting more users on our sewer system, so we getting off of Hollywood and the whole system, getting off of Broward County's whole's system and putting them on our system. Those are Phase I and II.

We also took thousands of residents off of septic tanks on our sewer system. Those are direct investments that have already taken place in the east. Phase III we're in right now with water sewer and storm water drainage, over $27 million. Now, in my inaugural address, for those of you who were present, because on the campaign trail, as well as before, you always hear about when we have significant raining. These communities with saturated land, there's a lot of flash flooding, there's a lot of water, and it impedes the ability to have a better quality of life in Miramar. So our staff has worked quickly to identify phases to begin this process, and what we do is use state revolving loans, which is the most cost-effective funding source to fund infrastructure projects to address these issues, so we know it's there. Your cries, your complaints have not fallen on deaf ears. Our Engineering and Utilities Departments, our Public Works Department are working hard to get the solution and phasing that they've put in place, and we'll continue to communicate with you to give you the time schedule of how these projects work.

I wish we could snap our fingers and say we're going to do it, and it's done tomorrow, but it's a process, and it's coming, just as we've completed Phases I and II, and in the middle of III, and we'll be working very expeditiously as we can to address

these infrastructure needs in our historic side of town, and we look forward to continuing improvements in Historic Miramar.

Here is just a sample some of the park projects; in Lakeshore Park, some improvements are coming. Harbor Lakes Park is being developed. Monarch Lakes Park will be coming soon with some expansion, and Vizcaya Park, to increase the access and increase programs at our parks. And our parks aren't just for athletic activities, because it seems like most of our parks have a community center that have computer labs in them. You can rent pavilions, you can have parties at out park facilities, so if you haven't gone to any of our parks, I definitely encourage you to visit them soon. We have Fairway Park lighting, it's very dark out there. It's a nice intimate park at Fairway Park, and they're well on the way with the lighting project to improve lighting. River Run Park, we're increasing the parking capacity, as well as adding some additional infrastructure at River Run Park to help service and provide some improved recreational support for our residents who continue the improvement of the quality of life in Miramar.

Shirley Branca Park, you know we have those concerts out there, different activities. We're going to build a band shell at Shirley Branca Park, where there's more of a formal structure where we can have and host events for Historic Miramar. And the Capital Improvement Program as well been talked about is the proposed amphitheater at the Regional Park, which is already in design, and we're definitely looking forward to having a more structured and dedicated space at the Regional Park to accommodate the many concerts that are going there, festivals that are going there, to help relieve some of the stress off our soccer fields. Right now, we're not and we're competing against our soccer programs, tearing up fields, so we want to make sure that we can have an actual and dedicated space for these types of events, for the family festivals or concerts that are currently going on right now at the Reginal Park, only minutes away from your home, instead of going to Bayshore, Bayside, downtown Fort Lauderdale, and other places for entertainment options.

A quick look at some our initiatives; you saw some from our Commissioners. I was just in D.C. under the invitation of our Congresswoman Frederica Wilson, and I'll be participating in the President's My Brother's Keeper Program, which is an initiative to help brown and black young males to be who God created them to be, and that's the citizens in our community, and that's desperately needed our community. In addition, we'll be working with Broward County Public Schools to implement a literacy Program, but we're going to be reaching out to you to help us with our vulnerable, our young kids. Broward County has recognized that beginning at the level of third grade children sets the pace, and is a predictor of achievement or incarceration. They can take third-grade statistics and pretty much predict what the graduation rates will be, and who will be, at some point, involved in our criminal justice system. So what we want to do is bridge the gap with those two, three, four, five, six-year-olds, sitting in those classrooms, visiting our early childcare facilities, we offer our VPK program.

But you can volunteer to read to and to be read to by our Miramar Children, because when our young kids are reading and can comprehend, by the time they're in the third, fourth, fifth grade, and they start getting introduced to algebra and geometry, and now you have to read and comprehend and bring out equations, instead of not

comprehending, now they comprehend, and now it's just easy instead of hard. Now I'm disinterested: I don't want to go to school. Let me going to go hang out at the corner, let me do this, because I'm bored, and now I'm in trouble. Or teacher can we have something more difficult, because fractions are too easy, I'm ready for trigonometry, I'm ready for calculus. Because I am going to be the next CEO of AeroTurbine, I'm going to be the next CEO of Memorial, I may even be the next President of the United States.

Finally, we're going to implement an Adopt a Neighbor Program. We have residents and neighbors in our community who are struggling. Oftentimes, because of their struggle, they're cited with code violations, they don't have money to do their lawns, they don't have money to repair their roof, they don't have money to paint their house. And we think with all the businesses we have here, with all the residents we have here, with all of our students that are here, can we not volunteer two or three hours on a Saturday morning to help a fellow neighbor? I think we're better than that. I think we can do that. So when we reach out to you, we hope you will respond with two or three hours of help. If you have the financial resources that you can leverage to provide some paint or provide tools, or to provide the resources that helps someone's, our effort help beautify homes. Some of us have very nice homes, but our neighbors are struggling, maybe two or three on the block, and it's bringing the block down. Well, maybe if we help our neighbors, we can bring the block up, and we look forward to working with you in those initiatives.

So where we go from here? In conclusion, we are poised for greatness here in Miramar. Our foundation is strong. The question now is: what are we going to do with the foundation? Are we going to make the necessary decision to chart our path? And here's some of the challenges we talked about, redeveloping east Miramar. The great thing is this City has tackled, perhaps, the most daunting task of any new development activities, and that is putting in infrastructure. One of the main obstacles for developers is impact fees to bring in storm water management, sewer and water. We already have it in place, and it's coming. Now it's just a matter of developers identifying land that they can develop, because that cost has already been invested by the City. Why was it necessary? Because we don't want them to go anywhere else; we want them coming here, and we know when businesses come here, property values go up, we have jobs to offer, we have places to live, and we have a wonderful City, and we continue the trend, and this area will not be left behind.

Our Transit Oriented Corridor (TOC), the 441 corridor, we already have zoning entitlements that don't require months and months of regulatory and legislature approval to change zones. We have an overlay that's already in place, and the sweet thing about it is that our neighbor to the east in West Park, and I'm glad our good friend, Commissioner Brian Johnson is here. They have a mirrored TOC on their side, so a developer now can say: I can do the same thing on the Miramar side and West Park, which makes it even more attractive. So the question becomes: what decisions, what investments we'll continue to do to make that a reality, and I know we can do it here in the City of Miramar, and I'm committed to working with my colleagues here and with you, the residents, to make it happen.

441 Corridor, mixed use development, we need to attract businesses, housing, transit hubs, on the east so the east functions, like in the west, and the west functions

like the east. We have to develop a strategic plan to bring this vision to life. At our last Commission meeting, I proposed to our Commission for us to have retreat, once we had the budget process behind, we have the State of City behind. I'm so excited to sit down with my colleagues to talk about what the future of our City can look like, and what decisions can be made. I'm so excited about that process, because I know we all have the same end goal, it's just a matter of us putting the right priorities in place to help us get there, and I look forward to working with my colleagues and the community to make that happen. Can you imagine the City of Miramar with improved technology. Here's a mockup of an upcoming new City website, and everybody should stand up for that.

Our staff is working right now in the developing of our new website, and we can't wait for that launch. They're also looking at the development of a future mobile app, not just a little app on the phone, but can you imagine paying your water bill from your phone? Can you imagine getting a push notification, not to forget to come to the State of the City Address tonight? Can you imagine walking your child to the park, one of our 40, and you see a trip hazard on the sidewalk, and you can take a picture of it, send that picture to that our Public Works Department, where they can clearly see what's the issue, so they don't have to send a crew out to go investigate, and then go back to the yard to get the tools to come back to fix the trip hazard? They can see from your picture what the issue is, and be more efficiently come out and address it. Can you imagine seeing suspicious activity in your neighborhood, and you can take a picture of would-be criminal and send it to your police department, and they already have visual of that suspect to help with the prevention or the investigation to lead to a prosecution of the criminal act. It is very possible, and I know we can do it here in Miramar.

We have to attract new industries. We've been very successful in attracting a nice aviation sector. You know South Florida is gateway to the Caribbean and Latin America. Why not be here? You have companies like Twitter, Facebook, PayPal, Uber, and the list goes on They are expanding in these merchant markets, and they are not planning their companies in those merchant markets. They are staying in the west and they're picking South Florida, because all the talent is here. Everyone from every country in the Caribbean and Latin America lives here. You have nice housing here, you have great schools here, we have a great city like Miramar, we have you here to be the talent and resources for these companies to be able to expand in these markets. So, as a Commission, as a city, we have to make the right decisions at the right time to continue the growth. We can't rest on the laurels of all the businesses we've already recruited and retain here, we have to keep pushing to ensure that we go from an aviation sector to an advanced technology to a light manufacturing sector. The list goes on, and we can do it in the City of Miramar. Can you imagine?

Business core. What business incubator would do well here in the City of Miramar? Those are questions we have to answer. Where would it go, who will be targeted? Startups are emerging, and these are questions we have to answer, because, you know what, before Silicon Valley became Silicon Valley and San Francisco was the big mammoth, someone in Silicon Valley had to say: listen, San Francisco is expensive. We have land, we have a university system, we have academia, we have the fundamental components to attract startups that will be the

leaders of the information technology age, and Silicon Valley will be the gold standard for the world, in terms of information technology.

What will we in Miramar be able to say we have the foundation, we have the talent, we have the resources to be the next gold standard of the world? And that is what we need to hear in the City of Miramar. Can you imagine? I'm going to go back. The City of Miramar is in the process of undertaking or beginning the process to deal with disparity study we've already discussed in our Commission. How we do it as a city in terms of buying goods and services from our minority, woman-owned and veteran communities? We need to answer that question, because if there's disparity, we need to correct it. Because you know why? Most of the businesses owners in our community are minority, women and veterans, which means that if we're not buying from our own, we're buying from somewhere else. So if there is a disparity, you need to have the dollars in place to level the playing fields to ensure that our residents and our businesses have a fair opportunity to do business with this quarter billion dollar city, quarter billion city.

For those of us in the community who still think we are a bedroom community, from this aspect of being small, you can be a medium sized city, like you are, and have a hometown, bedroom community feel, but we don't have to act like it, that we don't have to do business like that, because we're not. Not with a quarter of a billion dollars. And when most of our businesses are mom and pop businesses, and small businesses, we have to ensure that our businesses have the best opportunity to grow and prosper, so that our families can be prosperous, so our families can send our children to college or to the military or to a trade school, so that we can retire comfortably, because there's ample opportunity. And, finally, with these Fortune 500 companies, and all these mom and pop businesses, we've got to get our act together and find out how do we feed the supply chain, because Humana, Carnival, they don't need to be going to Virginia, Silicon Valley, Washington, D.C., New York, Ohio, when they have talent right here in the City of Miramar.

So we have to find a way to match our small and emerging businesses, and medium sized businesses with our Fortune 500 companies, because the stronger our own microcosm of economic activity taking place right in our neighborhoods, continues to grow us all. And we don't need to be exporting our resources out of state or even out of our city, and the opportunities to make beneficial and mutually benefiting relationships right here in your City. And with that, thank you for coming out, our city ask you can see is strong and we can get stronger. We have a little reception planned in the banquet hall, so come and enjoy some punch and cake with us. Don't leave yet. We just have one last thing we have on the program before walking out, and then we'll go over to the reception hall. Thank you.

PRAYER FOR THE CITY - Pastor Wayne Lomax, The Fountain of New Life Church

ADJOURNMENT

The meeting was adjourned at 8:25 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DG/cp

RECEPTION IMMEDIATELY FOLLOWING - Cultural Center Banquet Hall

MINUTES OF THE CITY OF MIRAMAR
SPECIAL COMMISSION MEETING

NOVEMBER 23, 2015	**6:30 P.M.**

The Special Meeting of the Miramar City Commission was called to order by Mayor Wayne M. Messam at 6:50 p.m. in the Commission Conference Room, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

The following members of staff were also present:

Deputy City Manager Allyson C. Love
City Attorney Jamie A. Cole
City Attorney Alison Smith
City Clerk Denise A. Gibbs

The meeting was closed to the public. The subject matter of the meeting was about settlement negotiations and strategy related to the litigation matter styled: Jennifer Conger n/k/a Jennifer Jacobi vs. City of Miramar

The Special Meeting reconvened with the following action:

On a motion by Commissioner Barnes, seconded by Commissioner Colbourne, to approve Temp. Reso. #R5964 the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-49

ADJOURNMENT

The meeting was adjourned at 6:57 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DAG/

MINUTES OF THE CITY OF MIRAMAR
REGULAR COMMISSION MEETING

November 23, 2015	**7:00 P.M.**

The regular meeting of the Miramar City Commission was called to order by Mayor Messam at 7:09 p.m. in the Commission Chambers, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

The following members of staff were present:

Deputy City Manager Allyson C. Love
City Attorney Jamie Cole
City Attorney Alison Smith
City Clerk Denise A. Gibbs

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Proclamation: Extra Mile Day *(Mayor Wayne M. Messam)*

Presentation: Recognition of the Miramar Wolverines 8 and under Football Team *(Mayor Wayne M. Messam)*

Presentation: Recognition of the West Miramar Patriots 9 and Under Football Team *(Mayor Wayne M. Messam)*

Presentation: H.D. Perry Middle School Boundary Proposal *(Chief School Performance Officer Dr. Valerie Wanza, and Demographics & Student Assignments Director Patrick Sipple)*

PUBLIC PARTICIPATION (7:30 – 8:00 P.M.)

NONE

CONSENT AGENDA

On a motion by Commissioner Barnes, seconded by Vice Mayor Riggs to approve Consent Agenda Items 1a, 1b, 2, 3, 4, 5, 6, 7, 8 and 9, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

1a. Minutes of the Regular Commission Meeting of October 21, 2015

Approved

1b. Minutes of the Regular Commission Meeting of November 2, 2015

Approved

2. Temp. Reso. #R5931 approving the **donation** of $10,000 from the State Law Enforcement Trust Fund to the **Miramar Police Explorer Program** for the purpose of mentoring youth who have an interest in a career in law enforcement. *(Police Chief Ray Black)*

Resolution No. 16-30

3. Temp. Reso. #R5945 approving the **donation** of $10,000 from the State Law Enforcement Trust Fund to the **Miramar Youth Advisory Council** to support mentorship, programs and activities for the City's youth. *(Police Chief Ray Black)*

Resolution No. 16-31

4. Temp. Reso. #R5929 authorizing the acceptance of **grant funding** from the Areawide Council on Aging of Broward County, Inc., in the amount of $630,655 for the period from January 1, 2016 through December 31, 2016; approving and

authorizing the City Manager to execute the grant agreement with the Areawide Council on Aging for acceptance of the grant funding to provide **senior center services**. *(Social Services Director Marva Ricketts)*

Resolution No. 16-32

5. Temp. Reso. #R5935 approving the award of Invitation for Bid No. 15-020, entitled "**Liquid Polymer Purchase**", to Polydyne, Inc.; authorizing the City Manager to execute an appropriate agreement with Polydyne, Inc., for the liquid polymer purchase for the **Wastewater Reclamation Facility** in an annual amount not-to-exceed $75,000. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

Resolution No. 16-33

6. Temp. Reso. #R5930 awarding Bid No. 15-022 entitled "**WWRF Injection Pump Station Upgrades**" to Intercounty Engineering, Inc.; authorizing the City Manager to execute an agreement with Intercounty Engineering, Inc., to perform the injection well pump upgrades at the **Wastewater Reclamation Facility**, in an amount not-to-exceed $531,048. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

Resolution No. 16-34

7. Temp. Reso. #R5936 approving the annual **purchase** of **sodium hypochlorite** for the **East Water Treatment Plant**, **West Water Treatment Plant** and **Wastewater Reclamation Facility** from Allied Universal Corporation, utilizing Palm Beach County Bid No. 11-071/SWC in a total amount not-to-exceed $500,000 for Fiscal Year 2016. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

Resolution No. 16-35

8. Temp. Reso. #R5939 approving the City of Miramar's analysis of impediments to **Fair Housing Choices Report** in an effort to affirmatively further Fair Housing within the City, as required by the U.S. Department of Housing and Urban Development for **Community Development Block Grant** funding recipients; authorizing submission of the Fair Housing Report to HUD. *(Community & Economic Development Director Eric Silva)*

Resolution No. 16-36

9. Temp. Reso. #R5961 approving the **settlement** of the litigation styled as **Raheem Seecharan vs. City of Miramar**. *(City Attorney Jamie A. Cole)*

Resolution No. 16-37

End of the Consent

RESOLUTIONS

10. Temp. Reso. #R5951 approving **appointments** to the **Parks and Recreation Advisory Board** and the **Teen Council Advisory Board**. *(City Clerk Denise A. Gibbs)*

MAYOR MESSAM: We'll take Parks & Recreation Advisory Board first. Commissioner Colbourne, you have one appointment, are you ready to make that appointment?

COMMISSIONER COLBOURNE: No, I'm not.

MAYOR MESSAM: Teen Council Advisory Board; Commissioner Chambers, you have two appointments, do you have your appointments? Is that a yes?

COMMISSIONER CHAMBERS: Yes. One of my appointees is Brandon Cowell.

MAYOR MESSAM: Commissioner Colbourne, you have one appointment. Are you ready to make that appointment?

COMMISSIONER COLBOURNE: No, not today.

MAYOR MESSAM: I have two appointments. Tallea Byrd, student at Pembroke Pines Charter School, and Matthew Francis, student at Everglades High School. You ready, Commissioner Chambers?

COMMISSIONER CHAMBERS: Yes, I do.

MAYOR MESSAM: Second appointment?

COMMISSIONER CHAMBERS: Matthew Bonachea.

MAYOR MESSAM: Can I have a motion to approve the appointments for Commissioner Chambers and Mayor Messam?

On a motion by Vice Mayor Riggs, seconded by Commissioner Chambers, to approve Resolution #R5951, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-38

11. Temp. Reso. #R5898 approving the award of Invitation for Bids No. 15-024, entitled "**Shirley Branca Park Band Shell**", to the lowest responsive and responsible bidder, E.L.C.I. Construction Group Inc.; authorizing the City Manager to execute an agreement with E.L.C.I. Construction Group, Inc. in an amount not-to-exceed $1,202,575 and allocating a five percent construction contingency allowance of $60,129, for a total project cost of $1,262,704. *(Construction & Facilities Management Director Luisa M. Millan and Procurement Director Randy Cross)*

Construction & Facilities Management Director Luisa M. Millan and Procurement Director Randy Cross reviewed the subject resolution, as detailed in the backup. Mr. Cross noted E.L.C.I. was a woman-owned firm. The City Manager recommended approval.

MAYOR MESSAM: Are there any questions or comments from the dais? Are there any comments from the public? Bringing back to the dais, what I would say in regards to the project, I think it's a great thing to improve our assets and park facilities, especially on our historic side of town. I think the community will get a great benefit out of this project. If there aren't any questions or comments, I'll entertain a motion.

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Resolution #R5898, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-39

12. Temp. Reso. #R5954 approving the final ranking and award of Request for Qualifications No. 15-07-43, entitled "**Architectural Design Consulting Services for Fire Station No. 107**", to the highest ranked, responsive and responsible proposer, Synalovski Romanik Saye, LLC; authorizing the City Manager to execute an agreement with Synalovski Romanik Saye, LLC in an amount not-to-exceed $340,765, and allocating a contingency allowance of $15,270, for a total project cost of $356,035. *(Construction & Facilities Management Director Luisa Millan and Procurement Director Randy Cross)*

Construction & Facilities Management Director Luisa M. Millan and Procurement Director Randy Cross presented the proposed resolution, as set forth in the backup. The City Manager recommended approval.

MAYOR MESSAM: Are there any questions from the dais? Any from the public? Bringing back to the dais. I just have one question. In terms of the design criteria, programming for the fire station, are there any sustainable or LEED elements that are being asked of on the design of the project?

MS. MILLAN: The building will not be LEED certified, but we are applying green principles in the design of the facility.

MAYOR MESSAM: How is that captured in terms of the instructions to the architect?

MS. MILLAN: The architect is instructed to use energy-efficient lighting, HVAC equipment, possibly recycled materials, so all of the principles that LEED recommends and utilizing for a safe, healthy environment, we're applying. The only reason we're not receiving LEED accreditation, is because there's an increase in cost to that, and at this time, we have very limited funds for building this new facility. Therefore, we are not seeking LEED certification at this time.

MAYOR MESSAM: I would say that's probably a subjective statement in terms of increased cost, well, relative statement in terms of increased cost. I think, at some point, I would like to see our City move towards certifying our facilities. It's been proven in terms of long-term benefits; especially a facility like a police station that has many decades, lifespan, and cost savings is not necessarily the upfront cost. We're at the point where sustainable practices are common construction methods now, and prices are comparable. I just want us to not necessarily think that it's more expensive to design to LEED. Because everyone is not necessarily in construction, so when we say those things, it puts a perception in a mind that to get a LEED certification, that it's not attainable, and that's not necessarily the case.

MS. MILLAN: Mr. Mayor, I just want to make it clear that we are designing for sustainability, we're just not asking for the certificate, but we are practicing the principles that that process and that program requires. So we will have an energy-efficient electrical, mechanical, and all the other components that make up LEED certification. The only thing is that we're not actually filling in the forms.

MAYOR MESSAM: Oh, we're not registering for certification?

MS. MILLAN: We're not registering the building, yes, sir.

MAYOR MESSAM: Alright, thank you. Vice Mayor Riggs.

VICE MAYOR RIGGS: Is this an upgrade to our current plan, or are we starting from scratch?

MS. MILLAN: It's half-and-half. We are able to utilize some of the drawings that were previously developed, but because we downsized the facility slightly in order to

accommodate the funding, there are some redesigns. So some things are brand new, some things are just refixing the existing documents.

VICE MAYOR RIGGS: I see, thank you.

MAYOR MESSAM: If there are no other questions, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Commissioner Colbourne, to approve Resolution #R5954, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-40

13. Temp. Reso. #R5938 approving the final ranking and award of Request for Proposal No. 16-10-01, entitled "**Design-Build Services for East Water Treatment Plant Renovation**", to Wharton-Smith, Inc. as the highest ranked responsive, responsible proposer; authorizing the City Manager to execute an agreement with Wharton-Smith, Inc.; approve expenditure for Task 1 – Design Services, in an amount not-to-exceed $1,133,655 for **East Water Treatment Plant Renovation**; authorizing owner-direct purchasing for equipment in an amount not-to-exceed $5,000,000. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

Utilities Director Hong Guo and Procurement Director Randy Cross discussed the subject resolution, as illustrated in the backup. The City Manager recommended approval.

MAYOR MESSAM: Any questions from the dais?

COMMISSIONER BARNES: Just questions regarding timelines. Should this be approved this evening, what kind of completion date are we looking at for the renovation? Anyone has any idea?

MS. GUO: The project is currently slated for completion two years from the date of notice to proceed.

COMMISSIONER BARNES: After today, we're talking about two years added on to as of this point?

MS. GUO: Two years, yes. The design is going to take up to 12 months, but before that, we're going to start the permitting process, that's why in this progressive design/build process we can start procuring some major equipment well before the final GMP has been negotiated. We're also going to start the permitting process, and once we're finished certain components, like the injection well, if we need that, we're going to start some permitting processes. That's why the City is going to work with a design/build contractor collectively, and we're going to get heavily involved with the construction, start permitting, procurement. The long lead item will be procured directly by the City. That's when we need to set aside the $5 million that's estimated for our major equipment purchase. That's going to cut down the construction time.

MAYOR MESSAM: Are there any other questions? Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: If we have all the funding, we could finish this water plant sooner, right?

MS. GUO: The whole construction process is going to be funded by SRF, state revolving loan funding program. We cannot apply for the SRF until we have a certain shape or form of design completed. We already got pre-approved on the priority list of this project. I also had a communication with FDEP just recently, and as we negotiated this design project, I've notified them we're going to take on the design/build approach, and they are very well on board and aware of this, so they're going to work with us. Right after the holidays, we're going to be talking to FDEP, maybe include in their January or February hearing process for the construction loan.

COMMISSIONER CHAMBERS: Is there any restriction in using some of our bond dollars toward this water plant?

MS. GUO: This is an enterprise fund project, and we just finished our bond, utility revenue bond. This is not going to be funded by the bond, but it will be funded by that SRF loan, which is a low interest loan; right now, it's even less than two percent.

COMMISSIONER CHAMBERS: During the construction phase, is there any disruption with the water for east Miramar?

MS. GUO: No. That's the bottom line we need to maintain. During the construction, we will maintain the service at all time. The contractors are well aware of this. That's another reason we take on the design build. We need to build a certain portion of this improvement, make sure it's operational, we turn on the pump, start operating, and then start eliminating some other existing infrastructures. In order to finish the project, we have to work with a design/builder contractor, making sure the construction does not interfere with the services at all.

COMMISSIONER CHAMBERS: I'm very pleased that we're moving forward on this project. Probably, it should have been done ten years ago, but we're here now, and I'm very happy that we're going to move forward with this, because the East Water Plant is very vital to this community, and I know in Miramar, it's one of the cities that have tap water that's much better than the bottled water that you purchase in the store. I'm glad that we're moving forward on this water plant. Thank you so much.

MAYOR MESSAM: Before you sit down, will there be an increased capacity on the mgd for this facility, or are we maintaining the same capacity, and what is the capacity right now?

MS. GUO: That's a good question. The capacity we're going to build for the membrane facility will be the same as the current rate of capacity. That capacity, based on our well water supply plant, really takes us to the buildout capacity, so, currently; we did not plan to build additional capacity. Another reason is, based on our well water supply, you can build a capacity whatever the City chooses to, but you will not have well water allocation. Without the allocation, usually the capacity is sitting there without being utilized. The 6 mgd already gives us flexibility for some degree of redundancy, because the current demand is about 3.5 or no more than 4 mgd, and with all the future growth being taken into consideration, 6 mgd will take us to the buildout capacity. We will have some room in case we need some growth.

MAYOR MESSAM: That was the purpose of my question. So to confirm for the public, it's six million gallons per day is the capacity of the current plant?

MS. GUO: That's correct.

MAYOR MESSAM: We'll maintain that. Right now, current utilization is 3.5 mgd?

MS. GUO: 3.5 and no more than four.

MAYOR MESSAM: Do we have the well water supply to get to 6 mgd?

MS. GUO: No, we do not have the allocation, but a well capacity will take us to that capacity. That's the current existing well we have outside the well field, and also in the City Hall well field. We're going to review all those wells as a part of the contract, and not necessarily, we're going to replace all nine wells. We're probably are going to be able to install wells with bigger capacity. Right now, we have some wells have a very, very low capacity, and we may not need all of those. Those need to be flushed out during the design phase, and we're going to work with contractor. Once we do the test case, and then develop up some hydrology data, we're going to be able to determine how many wells we're going to need to maintain the demand.

MAYOR MESSAM: In light of the Transit Oriented Corridor (TOC), and the possibilities for significant redevelopment in Historic Miramar with more of an urban development

option, density, does the 6 mgd figure or calculates or assumes maximum capacity of what the build out of the TOC district?

MS. GUO: Yes. We had a very thorough discussion during the development of the water supply plant, an update, I think that was approved by the Commission; I don't remember exactly what date that was. But it was done recently, and we worked with the community development engineering, and also Broward County for all the future development, all the potential growth along the 441 corridor, and all the potential growth we can think about, we covered all of those in our forecast. The current capacity, even the current permit, right now we're working with the District to address all the demand; that 20-year water supply that's going to take us almost to the buildout. The plan capacity is sufficient to take us to the buildout with the dream that the development can think about.

MAYOR MESSAM: That's good news, and I know for the public, talking water plant and wastewater treatment plants, these aren't sexy topics, but when we have discussions in terms of the future of our City and the future of Historic Miramar, this item is, perhaps, the key component to making possible any future redevelopment activities, because without the engineering, the infrastructure to supply water, to treat waste, to transport traffic, no redevelopment of any significance can take place without, basically having the engine of development. I'm very excited about this project, and this is just another feather in our cap in terms of continued investment in the east, and our historic side of the City. Thank you so much.

MS. GUO: Just a further note. As some of you may be aware, back in the early '90s when the City started developing, at one point in time it was recommended to shut down the East Water Plant, to shift all the demand to the west. At that time, it was the East Water Plant supplying the entire City all the way past Flamingo Road, as well as supporting the economy and the development at the time. It was recommended to the City to shut down that plant and convert it to the booster station, and the City took a position and didn't do that, so imagine if we had eliminated that plant, as we would not be able to do all the redevelopment on the east side, so the City made the right decision; keep the plant and also doing this renovation project.

MAYOR MESSAM: Commissioner Barnes, and then we'll hear from the public.

COMMISSIONER BARNES: Just to acknowledge the significance of what the director just said, that the capacity at six will take us through buildout and, in addition, the historic section of the City, we can call it buildout, at least until the development of State Road 7 comes on line. It's really assuring to hear that the six million will take care of those future developments. Thank you so much.

MAYOR MESSAM: Commissioner Chambers?

COMMISSIONER CHAMBERS: I just want to thank the men and women who work behind the scene at the water plant every day, the forgotten folks in the City of Miramar who do such a great job making sure we have this water in our home. I just want to thank them so much for that service. Thank you.

MAYOR MESSAM: At this time, are there any comments from the public? Hearing none, bringing it back to this dais, if there aren't any other questions or comments, I'll entertain a motion.

On a motion by Commissioner Barnes, seconded by Commissioner Colbourne, to approve Resolution #R5938, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-41

14. Temp. Reso. #R5943 **revising** the **adopted Fire Rescue service fee schedule**; adjusting service rates to be competitive and or relevant and in accordance with current fire life safety and Sate codes, and ensuring the health and safety of the Community and its visitors via its mandated inspection and permit requirements. *(Fire-Rescue Chief L. Keith Tomey, III)*

Fire-Rescue Chief L. Keith Tomey, III, reviewed the subject resolution as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Chief. Are there any questions form the dais, comments? Commissioner Colbourne, you're recognized.

COMMISSIONER COLBOURNE: Thank you. The graph that you showed, could we see that again? I just want to make sure; City of Miramar is the one to the far left, right, the small one there?

CHIEF TOMEY: In each group.

COMMISSIONER COLBOURNE: In each group, it's pretty low, actually the lowest, pretty much the lowest. This is after we increase the fees?

CHIEF TOMEY: That is correct.

COMMISSIONER COLBOURNE: I just wanted to make sure, thank you.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Good evening, Chief Tomey. Every business in Miramar, will they have an increase?

CHIEF TOMEY: Everyone except for the small businesses. Actually, even the $3,000 I think stays the same. The small business owner with a 1,000 square foot is going to go down to $50 a year.

COMMISSIONER CHAMBERS: This does not affect the residents at all?

CHIEF TOMEY: No, sir, it does not.

COMMISSIONER CHAMBERS: Thank you.

MAYOR MESSAM: Commissioner Barnes.

COMMISSIONER BARNES: I would really like you to highlight the fact that it's going from $75 to $50, please.

CHIEF TOMEY: Yes, for the small business owner, yes.

MAYOR MESSAM: Yes, Chief. Actually, I do have a correction. It does impact the residents, because before this adjustment, the General Fund, the taxpayer was subsidizing the cost for these costs, for these inspections. Can you talk about the deficit in terms of what the old rate or the current rate is, and in this past budget, how much subsidy had to come from the general fund to offset the cost to conduct these inspections?

CHIEF TOMEY: We currently collect about 370, and it's about $1.2 million, I think, for that division, for us to do that inspection, so that's about a $750,000, $770,000 deficit.

MAYOR MESSAM: That's $750,000, a three quarter million dollars that the taxpayers were offsetting. Even with this adjustment, we're still the least amount. When I first saw this item come up on the agenda, I was initially concerned, because with fee adjustments and increase in costs, one of the things that we treasure here in Miramar is being a business-friendly city. That's why our business sector is doing so well here in the City of Miramar, and any decisions that we make that could adversely impact that reputation and that fact, gives pause to potential businesses coming here, as well as the retention of those businesses. But when you look at the comparison, even with the fee adjustments, I'm most pleased that we are covering the cost for these inspections, and with us covering the cost for these inspections, we're freeing up or we're reducing the burden of nearly a million dollars or three quarters of a million dollars from our General Fund to offset the cost of these inspections. That's a great thing. The icing on the cake is the fact that we still remained much less expensive than other municipalities, so we

still can boast that Miramar is still the best place to do business, to grow and prosper. Thanks for presenting the presentation in the way that you did, where it's clear and it just makes commonsense in terms of us being more efficient as a business, so thanks so much. Is there anyone from the public that would like to comment on this item? Bringing it back, Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: Just to acknowledge the value of a conversation I had with the Fire Marshal, as well as the Fire Chief last week Thursday, I think. I think what needs to be highlighted here is that downward movement of the $75 to $50 for small businesses. I think implicit in our change as well is the expected understanding on the part of businesses that have benefited from this one $75 fee throughout, and I expect them to be nothing but understanding of the change.

MAYOR MESSAM: Well noted. If there aren't any other comments, I'll entertain a motion.

On a motion by Vice Mayor Riggs, seconded by Commissioner Chambers, to approve Resolution #R5943, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-42

15. Temp. Reso. #R5949 authorizing the **purchase** of **59 vehicles and equipment**, to be utilized by **various departments**, from Stingray Chevrolet for $236,761, Hub City Ford for $53,522, Palmetto Ford Truck for $82,000, AutoNation Chrysler, Dodge, Jeep, Ram for $595,776, Don Reid Ford for $444,380, and Duval Ford for $238,669, utilizing Florida Sheriff's Association Bid No. 15-23-0904, and Eldorado National, Kansas for $79,229, utilizing Houston-Galveston Area Council of Governments Contract No. BT01-14; authorizing the purchase of emergency equipment for 34 public safety vehicles from Strobes-R-Us for $239,741 utilizing Broward County Sheriff's Office Bid No. 13104030, for a total combined purchase amount of $1,975,290 for Fiscal Year 2016. *(Public Works Director Thomas Good)*

Public Works Director Thomas Good went over the proposed resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Are there any questions from the dais, comments? Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: Just if you would, Director Good, remind us of the aging of fleet vehicles, and the need to replace them at what stage and so on for the benefit of our residents?

MR. GOOD: Sure. We currently use replacement schedules for standard vehicles. We range it around ten years, and then the public safety vehicles, we put a lifecycle of about eight years, and then all these really heavy duty fire equipment, we probably give them about a 15-year lifecycle. We did a study, and we found that over 60 percent of our vehicles are over the ten-year cycle, and actually, it goes even greater than that. So the schedule that we've established right now, these vehicles would be placed on a ten-year cycle, and we're trying to catch up with the older ones first, and we're still not even caught up, even with this year's procurements. We anticipate about five years or actually four years before we're actually caught up a little bit, here we can be down within a reasonable percentage of our fleet being current and reliable.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: With the fleet that we have, the aging fleet, which to go first, the engine or the transmission?

MR. GOOD: That's an operator thing. We find that the transmissions are replaced more frequently than the engines.

COMMISSIONER CHAMBERS: Is that a big cost to replace the transmission?

MR. GOOD: Well, actually, transmissions are a lot different today, and to actually get a rebuilt transmission is probably less than five percent of the acquisition cost of the vehicle today.

COMMISSIONER CHAMBERS: Are we replacing those in house?

MR. GOOD: It depends. If it's a really big truck, no. But if they are standard, like a police unit or something like that, occasionally, we will replace them in-house; we just procure the transmission and then replace it ourselves.

COMMISSIONER CHAMBERS: Thank you.

MAYOR MESSAM: Any other questions? I do have a couple. In terms of the vehicles that need to be replaced, it's just citywide; from Public Safety to Utilities, Public Works, Fire, obviously, we have some time to catch up, to replace some very aged vehicles. I'm glad to see that a lot of our police. Are those cruisers being replaced?

MR. GOOD: Yes, they're mostly officers that are serving in the communities in those vehicles, whether they're sergeants or whether they're patrol.

MAYOR MESSAM: My question is I saw that there were six Public Works vehicles being replaced and four; what type of vehicles are those vehicles?

MR. GOOD: Typically, those are pickup trucks. If you give me a moment here, I'll just take a quick look, because I know that there's also a bus included in there. Several of the vehicles that are in Public Works are, like I said, pickup trucks, heavy-duty trucks, pickup trucks. We also have a bus for transportation services, and we also have a bucket truck that is allowing us to do high aerial electrical work, typically replacing lights and things of that nature.

MAYOR MESSAM: On the Utilities side?

MR. GOOD: One is a dump truck, one is a crew cab truck, and the other are two light-duty pickup trucks.

MAYOR MESSAM: Obviously, the demand far exceeds the resources to replace these vehicles. I just want to put a word of support and urgency around, especially for Public Works and Utilities workers. When we drive around town and you seem them at all types of hours of the day, either digging a ditch, or repairing a piece of sidewalk, many of the trucks are really in bad shape, and I just would like to see when the next phase of vehicle replacements that may come forward, that we see even more Public Works and Utilities alongside the other departments that are being replaced as well, because I'm sure those workers would really, really appreciate newer equipment that will help them be more efficient and more productive during the day. I know it's a challenge, in terms of balancing which leak to plug first, but definitely make sure that we even move up some of those Utilities and then Public Works vehicles that so desperately need to be replaced.

COMMISSIONER BARNES: In the meantime, Mr. Mayor, we also beg and plead they treat these aging vehicles with some patience and kindness.

MR. GOOD: We've got one in the Police Department that's a 1950 something, and it's well cared for.

MAYOR MESSAM: At this time, are there any comments from the public? Seeing none, bringing it back to this dais, I'll now entertain a motion.

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Resolution #R5949, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-43

15A. Temp. Reso. #R5962 approving and ratifying a three-year **Collective Bargaining Agreement** between the City and the **Police Benevolent Association of Broward County, Florida**, representing City police officers and sergeants, for the period from October 1, 2015 through September 30, 2018. *(Human Resources Director Sam Hines)*

Human Resources Director Sam Hines and Budget Director David Goldman presented the subject resolution, as illustrated in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Hines and Mr. Goldman. Are there any comments from the dais at this time?

COMMISSIONER BARNES: Yes.

MAYOR MESSAM: Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: I think it is of singular importance that we acknowledge the good faith with which the PBA obviously negotiated with us this time around, where they were not only offering their own suggestion, were given back to facilitate improved terms on the contracts. I think it is just another indication of the maturity that is growing in our City and in our relationship that we have with organizations like the PBA. I want to congratulate the police officers of our City and their representation, the PBA, for the good faith efforts they made in coming to the kind of not only negotiations, but the agreements, which I need to repeat, some of which came from the PBA on behalf of the police officers, and not just from the City of Miramar. It is an ongoing indication of what we try to do for our staffers in the City, especially those that literally place themselves at harm to protect and serve the residents of the City. I just wanted to congratulate the police officers and their representation, the PBA, for the good faith manner in which these negotiations were conducted, and the conclusions that have been arrived at.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Just wanted to second Commissioner Barnes' comments, thank you.

MAYOR MESSAM: Any other comments? Are there any comments from the public? Yes, sir.

Jeff Brown, Broward County PBA President, thanked the Commission for their kind comments, stating he knew Mayor Messam spent a considerable amount of time with the rank and file police officers, speaking to them one-on-one. He said Mayor Messam

was the second person in government that he dealt with who recognized the true value of teamwork, and police officers today were at greater risk; in the month of August 2015, 13 officers were killed in the United States. The subject contract would restore what was given up by the officers years ago and be a way of thanking the men and women of the Miramar Police Department, recognizing the job they did for the City was dangerous. He thanked the City Commission for their support of the subject contract.

MAYOR MESSAM: Thank you. Are there any other members from the public who wish to comment on this item? Seeing none, coming back to this dais, are there any other comments? Yes, Commissioner Colbourne, you're recognized.

COMMISSIONER COLBOURNE: I think it really was very impressive to hear staff and our City Attorneys come back and speak about how well the negotiations went, so, yes, absolutely, I want to thank all those involved in the negotiations for really coming back with what appears to be very pleasant on both sides. I really am impressed with that. I do have a question for budget. I see there's a difference of $300,000 plus between what was actually budgeted and the actual cost. Where does that come from? Where does that difference come from at this point?

MR. GOLDMAN: Well, at this point, we have to see how the budget year goes with vacancies in the Police Department and so on, to see if the difference can be absorbed through savings that occur during the year. That'll be the main crux of where we'll be looking for that.

COMMISSIONER COLBOURNE: So savings from, say, the Cultural Arts Center would also offset that?

MR. GOLDMAN: Well, we look at it within the Police Department, because each department has to stand on its own, as far as how the end-of-year budget goes. We're actually doing a budget amendment item tonight and, as you might recall, each department has to stand on its own and be within budget, otherwise we'd have to come with a budget amendment. We'd really be looking at savings within the Police Department, because there's always vacant positions; people leave, retire, etc., and it might take a little while to fill it, so there would be some savings in that regard. There might be a project that's postponed, perhaps. It just various things that we'll be looking at during the year.

COMMISSIONER COLBOURNE: Okay, thank you, appreciate it.

MAYOR MESSAM: Comments I have is that I am happy to see that we've come to an agreement with our Police Department. I know ever since I've been on this Commission, coming in on the tail end of the worst, I guess, economic down times, at least during my lifetime, that not only police, but all of our unions were asked to play a role, to hang in with the City, as we survive or make our way during the turbulent times. Obviously, in terms of our City, we have to be in a position to be competitive to retain

good service, and good men and women to help protect our City. From my standpoint, I look at not just this collective bargaining scenario, but we have two others as well; we have fire and we also have our general employees, and they all go hand-in-hand, making sure that we are taking care of our folks in the most responsible way that we can. Things are cyclical, when times were not as great as they were in the early 2000s, but when we can be in a position to provide the resources for our employees to be appropriately compensated for the work that they're doing, that we should take advantage and do so when we can. So we have one down, two more to go, and I hope at the end of each of those collective bargaining sessions, that we have the harmonious comments that were made tonight. So that when we walk around the City, and we're in the neighborhood, and we see the Police Officer or Firefighter or Utilities worker or Public Works worker, regardless of what union our employees are, that they feel that the City recognizes what they do and what they contribute to all of our residents and business community to make Miramar the best City to live in. One question I did have, however, when we had our briefing on the collective bargaining, and I don't know if it's a collective bargaining question or if it's more of an organizational structure question. One thing I noticed is that in the City of Miramar, there are no lieutenants on the force; there are sergeants, captains, majors, so I just always was curious in terms of having the ability for upward mobility within the rank and file for promotion. The reason why the question came up, is because we saw in one of the clauses where there was an increase from, I think, three years to five years to be eligible to take a sergeant's test. Now there's a longer period before you can make that next step to be sergeant, and without necessarily a lieutenant, so you have to wait a couple more years longer to be eligible to take a test to be a sergeant, and then God knows when the next captain post will be open. So I was just curious as to why Miramar, there are no lieutenants.

CHIEF BLACK: Good evening, Mr. Mayor, Madam Vice Mayor, Commissioners, Police Chief Ray Black, great question. You'll find in some agencies you'll find lieutenants, you'll find captains, or sometimes you'll find one or the other. Years ago, we did have lieutenants here, and they were part of the collective bargaining, they were represented, and they were hourly, they were not non-exempt employees. Back then too, we were a smaller agency and, typically, you'd have supervisors who were the shift managers. As we started to grow, a couple chiefs prior to me looked at the responsibility, and a greater necessity to have somebody as a policy maker, that had certain other authorities that can act, because, honestly, we're all going home at night on the weekends. Our shift captains or me, they're the City, they're the Police Department, and they have a lot of authority and a lot responsibilities with it. The lieutenants themselves, I think that if we were going to choose one or the other, I would certainly recommend proficiency and cost savings to do one or the other. There are some other advantage to have the unreps out there, in terms of work schedules and availability, because of a lot of flexibility. What they do in community policing, our captains, they don't have necessarily shifts, where they're like 9:00 to 5:00; a lot of them have to go to meetings, they're schedules are very flexible, and they have a lot of extra hours sometimes on weekends, so this is more flexibility with them in terms of staying within the FLSA lines. The request or the negotiation process talked about eligibility for

supervisors I think really came out of the self-realization that this department has grown quite a bit as the City has grown, and our tenure levels in the department, we're starting to see us drifting away from the center. As we get further along in the workforce getting less tenure in here, there's more and more need to have that additional experience, and there's still incentives for education, but we are not seeing like, typically anymore, when I started here ten, 12 years on the department with road patrol experience, and detective experience, and the competing for supervisors. When the sergeants hit the ground now, they have to hit the ground running, and it gives us more of an opportunity to have those future supervisors developed more experience throughout the agency. It makes a better prepared supervisor in the future when they do commit. It's a very competitive process, and we certainly want to get it right, and make it fair, and make it very competitive. If we went back to lieutenants, of course, they'd go back, they'd have to slide that, probably, in the collective bargaining room, or go back to representative back to hourly wages. They'd be eligible for overtime, and we'd have to take a look at some other offsets for that as well. There was a time when we did have lieutenants, sir, but probably about ten years ago, we restructured the agency. There are some departments that will do it with lieutenants, and there might be a captain rank that's skipped and it goes right to major. Obviously, there's some cost efficiencies also by trying to keep your command staff as streamlined as possible. Our business has been to keep more officers and line personnel on the road. Supervisors do the lion's share of supervisors of daily operations here, but we try to keep our command staff very light, to keep our spending control reasonable, but not too top heavy, because we have to really take look at our resources every day, how we're using it. I think we've had a good balance up to now. I think we're doing it right.

MAYOR MESSAM: All right, thank you. If there aren't any more questions, comments? Vice Mayor Riggs.

VICE MAYOR RIGGS: Comments. Just real quick. I want to say that our first responders will always be a priority for me, so it's a wonderful feeling to see that they have such excellent representation, so thank you for all that you do, we appreciate it.

MAYOR MESSAM: Yes, Mr. Hines.

MR. HINES: Mr. Mayor, before you go any further, I would be remiss if I did not recognize the bargaining team, and I told the team at the last bargaining session that we only have one team. We may represent different parts of the City, but one team, so I'd like them to stand, so you know who they are, and you can recognize them.

MAYOR MESSAM: Thank you. On that note, I'll entertain a motion.

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Resolution #R5962, the Commission voted:

Commissioner Barnes Yes

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-44

ORDINANCE

16. **FIRST READING** of Temp. Ord. #O1624 **amending** Chapter 11, "**Business Taxes, Permits and Business Regulations**," of the Miramar **Code of Ordinances** by repealing Section 11-33 "Interview and Investigation of Receipt Applicants; Duties; Fee to Defray Cost of Criminal History Form; Receipt Questionnaire Form", Section 11-34 "Grounds for Denial", Section 11-35 "Appeal from Denial of Receipt", and Section 11-36, "Revocation of Receipt", to eliminate the processing of background checks for new businesses as part of the Business Tax receipt application process; and providing for an effective date. *(Assistant Finance Director Barbara Hastings)*

Assistant Finance Director Barbara Hastings reviewed the proposed ordinance, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you. Are there any comments from the dais? Hearing none, are there any comments from the public? Bringing it back to the dais, may I have a motion on item number 16.

On a motion by Commissioner Colbourne, seconded by Commissioner Chambers, to approve Ordinance #O1624, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Passed 1st Reading

SECOND READING TBD

17. **FIRST READING** of Temp. Ord. #O1629 **creating** a **new chapter** of the **Land Development Code** entitled **Chapter 1 Authority**; rescinding existing Chapter 1 Purpose and Applicability, and Chapter 3 Review Agencies, including the City Commission, Planning & Zoning Board, Development Review Committee and Community Appearance Board; adopting a new chapter of the Land

Development Code; providing for applicability, title and authority; providing that the existing zoning map shall continue in effect; adopting provisions related to interpretation and replacement of the zoning map; providing for the creation of and operative provisions relating to the City Commission, Planning and Zoning Board, Development Review Committee, and Community Appearance Board; and amending portions of Chapter 4 Comprehensive Plan, relating to application procedures, amendment procedures and grammar, and Chapter 8, Section 813 Community Appearance Board; renumbering and relettering provisions; providing for severability; providing for inclusion in the Code; and providing for an effective date. *(Community & Economic Development Principal Planner Michael Alpert)*

Community & Economic Development Principal Planner Michael Alpert went over the proposed ordinance, as set forth in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you. Are there any questions from the dais? Yes, Vice Mayor Riggs, and Commissioner Barnes.

VICE MAYOR RIGGS: Will these changes make it easier to do business within the City? I'm hoping not. Timeframe, will it make it more expedient and easier to do business within the City, these changes that are going to take place.

MR. ALPERT: Looking at Chapter 1 specifically?

VICE MAYOR RIGGS: All together.

MR. ALPERT: The goal is to make it more efficient for everybody involved. So it saves time with some of the procedures and so forth. Actually, the next chapter, you will see we will talk more about the procedures, all the different types of development review procedures.

VICE MAYOR RIGGS: Thank you.

MAYOR MESSAM: Commissioner Barnes?

COMMISSIONER BARNES: Just an observation and comment. I think it's important for our residents to understand the kinds of preparation work that staff do. Not only do they do this work, but they have these meetings with us to bring us to a greater understanding of what they're seeking to do before we come to a Commission Meeting. So sometimes it seems we're moving a little faster ahead with our agenda items, when, in fact, a lot of work has been done before we get to this. I think what is beginning to happen, and we see it even in some of these changes that the Police Department has offered, there comes a time when there's a need for revision. We saw earlier our situation that existed from 1959, I think or '55, and it is most helpful that staff is looking at the LDCs, for example, and making adjustments as per the feedback that we've

gotten from industry, for example. We'll be looking at the matter that restricts or facilitates the construction of hotels, for example, and I think the kinds of changes that have been recommended, gosh, I would like to say timely, but some of them are actually late. So I applaud staff for looking at the Code in a number of ways that have been prohibitive for developers, for example, making forays into our City, and in the matter of making it easier, the very fact that we're cutting down on the number or chapters and whatever, is a good step in the right direction, and we thank you for it.

MAYOR MESSAM: Any other comments? Are there any comments from the public? Coming back to this dais, I'll entertain a motion for approval.

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Ordinance #O1629, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Passed 1st Reading

SECOND READING SCHEDULED for January 27, 2016

18. **FIRST READING** of Temp. Ord. #O1630 **amending Land Development Code**; making findings; amending Chapter 5, "**Development Review Procedures**"; revising Section 505 relating to "Temporary Uses and Structures"; amending Section 508.14 relating to certificates of level of service compliance for parks and recreational areas; amending Chapter 7 "Use Regulations"; revising Section 705 relating to "Commercial Zoning Districts" requirements and Section 706 "Industrial Zoning Districts" requirements; revising grammar and inserting catch lines; revising uses, standards, and requirements; revising Section 713 relating to "Specific Use Regulations"; repealing Section 713.6 relating to child care centers and Section 713.14 relating to restaurants; revising Section 713.19 relating to fuel service stations with mini-markets/convenience stores; providing accessory use standards; amending Section 713.21 places of assembly and 713.22 pain management clinics, revising grammar; amending Section 715 relating to Transit Oriented Corridor Districts; amending development incentives; amending Section 715.3.3 relating to Landscape Standards; providing new standards for tree planters, planting strips, median trees, and street trees; revising Section 713.3.7 relating to Development Standards in Special District 3 (Community Facilities); revising graphics and tables displayed in Section 715.4.0 in the Transit Oriented Corridor District; amending Section 809.9 relating to gazebos and pergolas; amending Section 809.13 relating to utility sheds; revising Section 809.17 regulations and including regulation of patios on fee-simple multi-family lots;

amending Section 809.18 to include regulation of walkways on multi-family lots; providing for severability; providing for intent; inclusion in the Code; providing for interpretation; and providing for an effective date. *(Community & Economic Development Principal Planner Michael Alpert)*

Community & Economic Development Principal Planner Michael Alpert discussed the proposed ordinance, as set forth in the backup. The City Manager recommended approval.

MAYOR MESSAM: Are there any questions for staff from the dais? As this is a public hearing, are there any comments from the public? Hearing none, before I ask for a motion, I met with staff today regarding this item, and in terms of the prior item and this item, I definitely commend staff in finding ways to modernize our land use code, as well as looking for opportunities to streamline the Code, so that when prospective developers and businesses that are looking to Miramar as an option to locate, to know exactly what they can and cannot do, and be able to easily find it. Right now, in some estimation, it can be a daunting or challenging process. I think in terms of making a land use code more user friendly, in terms of understanding what the entitlements are, I think is a positive thing to do to continue to move us forward. I did raise a question, however, and this is the first reading, so we'll have an opportunity to discuss even further before the second reading. The area in regards to hotel space, I mean it was shared that this was something that was desired at one point, but now sentiments have changed in terms of the requirement, and specifically, the requirement that calls for minimum floor area for rental space. So, in other words, convention hall space in hotels. So if you build a hotel, currently as the LDC stands, there's a minimum number of square feet of meeting space that is required to be developed. My question to staff was that when you look at this amount, the 350 square feet, it's not a large space, so what's the challenge. When you look at the available parcels of land that a prospective hotel can be purchased, there are limited available places in terms of vacant property where this can be built. So we're really talking about less than a handful of opportunities for this type of development. In light of the City not building our own conference facility, which was originally planned in Regional Park, I think it can be reasonably estimated that there is some level of demand for meeting hall space in the City of Miramar. We have many large companies here; they have to go outside of the City for sales meetings, national meetings. We have a theater here that can be used for presentations, but there's nothing where you can go to do a workshop or anything, beyond our banquet hall, which, if you have a capacity of people more than 200 in a banquet style, there's nowhere in the City of Miramar that can accommodate a gathering, any convention. So, in terms of a compromise, and listening to the developer market, understanding trends can change, demands may change, but is Miramar in a position now to support a big flag in our city in terms of a Marriott or Omni or Hilton? I think this is what this ordinance or as it sits today is trying to encourage. So 350 square feet, it's not a very large space, so my question is what is really the underlying issue in terms of why is that requirement stopping potential hotel development from coming into

the City of Miramar, when you're looking at a room roughly 17 by 15? Is that stopping a hotel from being developed here in the City of Miramar?

COMMISSIONER BARNES: Mr. Mayor, if I may, I'd like to answer that question. We've had this provision on the books, and nobody has come.

MAYOR MESSAM: My response to that would be, of course, because we just came out of a very difficult economic situation. Nobody was building hotels five years ago, six years ago; the market was just not there. And I'm not saying what is being proposed is anything wrong with it. My position to staff was how do we encourage, by the complete elimination of what's in the books right now, if someone presents an application for development, they could build a hotel without any meeting space, none. If the City is saying that we would like to have some form of development that would have some meeting space or some meeting capacity, instead of forcing it on them, how can we write the Code to incentivize developers to consider building this? We want to be responsive, we want to be flexible. Maybe, as it's written today, may discourage development, but how do we, as a city, encourage the development of things that we may see as a city that could compliment what we have here in the City. So I asked staff to look at how we can, perhaps, introduce language that would incentivize this type of development, not necessarily require it. What I do know is if we completely eliminate it, someone can develop a Motel 6, because they have entitlement. If they own the land, control the land, if it's not in the land code, if it doesn't exist, if they design it, present it to the City, they get to build it. By entitlement, they get to build what they want to build, and not necessarily be compatible to what we may say, as a city, what we want. I say, instead of being a requirement, how do we incentivize, how do we make the incentive in the ordinance, and that's really what my position is, not the fact that it's been in the books and no one has built. Well, there's many circumstances why that was. No one was building hotels in 2007, eight, nine, ten, 11. The market is now normalized now, people can predict or expect, we're now in the new normal, so investment opportunities are now coming off the shelf, people are beginning to see what is happening. So I just don't want us to lose an opportunity to help encourage development of things that we would like to see in the City. That would be my response to that. Commissioner Chambers.

COMMISSIONER CHAMBERS: I think the City of Miramar missed the ship in terms of owning some of these lands to control development. In terms of a space, like a banquet hall space, from what I see, we had a 600-seat banquet hall at Miramar Regional that was on the plan, and I think that was scrapped, which I thought would have been a good facility to have a 600-seat corporate banquet hall style sit down facility. Was that true Michael?

MR. ALPERT: Yes. I'm not certain about the actual number of the seats, but yes.

COMMISSIONER CHAMBERS: That's what I was told, it's at least 600 seats, and I think we scrapped that project?

MAYOR MESSAM: The project was repurposed in lieu of several projects that came on board; that was one of the projects that was shelved to make funds available for projects like Fire Station 107 and other projects that all of us was involved in that process.

COMMISSIONER CHAMBERS: Right, I know, so I thought that was a more useful project, more useful that the amphitheater, but this is where we are, so that's my comment.

MAYOR MESSAM: Well, in terms of my position, we're talking private development, we're not talking about a City project, so all I'm simply stating is, perhaps, finding a way to incentivize development, in terms of just eliminating the use. I'm not saying that what is proposed is a Motel 6, but my question is, could a Motel 6 brand or designed or a similar fashioned hotel, let's say for example, off the intersection of Miramar Parkway and Red Road. I'm not saying the property owners there are proposing this or will be selling the land or leasing the land to a developer that would be building a Motel 6. To my knowledge, a Motel 6 or Super 8 doesn't have any meeting space, to my knowledge. But based on how we are changing this land use code, if it were to pass in second reading, could we prevent a Motel 6, based on entitlement, could we stop a Motel 6 from being developed there, based on how we're changing the code right now, with eliminating a meeting space requirement?

MR. ALPERT: It would have to go through conditional use, site plan approval, meeting all the other requirements, including the no catwalk, exterior hallways, that type of thing, so it's not likely that we would get that type of hotel. We've been seeing interest from the limited service hotels, but it is possible, but they would be subject to public hearings and Commission approval as well. I just want to clarify on another point. The meeting space for at least 350 people at tables equate to about five to 6,000 square feet of meeting space.

MAYOR MESSAM: Okay.

COMMISSIONER CHAMBERS: I think one of the issues with building a hotel is that the investor, they're not going to put their money if they're not going to be able to fill these beds, because that's one of the issues we're having here in Miramar with some of these investors investing in hotels, not being able to constantly fill those beds. I know we'd like to have more, but until the demand is there, we're not going to have that.

MAYOR MESSAM: Commissioner Colbourne.

COMMISSIONER COLBOURNE: Thank you. I also met with staff earlier today, and this was one of the areas that we discussed in terms of the hotels, where it was felt that because of all these requirements, all these requirements were in the books, so we didn't get anyone to apply. So we're going from that to zero, and I thought maybe there

would be a middle ground or maybe something else that could be considered, rather than just scrapping all the requirements, so I did discuss that with them. I asked if they could come back with that for our next reading on that.

MAYOR MESSAM: This is first reading, and in terms of my request is how do we write the land use to be more incentivizing, as opposed to eliminating, so they provide some flexibility. I think you get the best of both worlds, and if it's a development that we really want, as a city, there can be some concessions with that or some advantages; maybe expedited permitting or whatever the case may be, so perhaps we can continue the dialog till second reading. If there are any questions or comments, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Commissioner Colbourne, to approve Ordinance #O1630, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Passed 1st Reading

SECOND READING SCHEDULED for January 27, 2016

MAYOR MESSAM: There was a request for a three-minute break.

Recess/Reconvene

PUBLIC HEARING

19. **SECOND READING** of Temp. Ord. #O1631 **amending City Code** Chapter 15 "**Pensions**", Article V "City Retirement Plan and Trust Fund", Division 1 "Generally"; amending City Code Chapter 15 "Pensions", Article VI "Management Pension Plan and Trust Fund"; revising Section 15-271 of the City Code to permit the purchase under limited circumstances of prior service provided that the member surrenders their 401(a) balance and pays all member contributions attributable to the prior service; amending Section 15-358 of the City Code to permit normal retirement eligibility under limited circumstances based on the member's original date of hire; providing for severability; and providing for an effective date. ***(Passed 1st Reading on 10/21/15)*** *(Human Resources Director Sam Hines)*

Human Resources Director Sam Hines reviewed the proposed ordinance, as detailed in the backup, highlighting changes made since the first reading of the ordinance. The City Manager recommended approval.

MAYOR MESSAM: As this is a public hearing, if there's anyone from the public who wishes to be heard at this time.

MR. HINES: Mr. Mayor, I have one final thing, and that is the plan actuary, as well as the plan attorney are both in the house tonight.

MAYOR MESSAM: And for public speakers, could you please state your name and address for the record.

Leroy Lee, legal representative for Ms. Reese, one of the subject employees, asked for a moment of silence to honor those who suffered in the recent tragedy in Paris, France. He stated the ordinance affected four employees, and his client felt it was not robbery for a public employee to have access to any information or issues they found from which they could benefit. He would not disclose the names of the employees he met with, but he did meet with another employee who was amenable to any benefits that might come out of the actions he took, adding that he was working pro bono. Mr. Lee thanked the City Commission and administration for giving him the opportunity to speak on behalf of his client, thanking the City Clerk's Office staff, as they did an awesome job producing the records requested in a timely manner. The reality was there were reasons people litigated and that required working within specific timeframes, but some of the documents he received were records of entries not originals documents to support the record. He said, for example, one of the issues dealt with a settlement check for $2,329, for which he saw documentation stating there was an application for settlement funds, as well as internal communications about the funds and an address to which to send the check. However, there was no cancelled check indicating the funds were actually paid, and his client stated she never received the check. He remarked that was one of other issues to be resolved in litigation, commenting where there was smoke, there could be fire. Commissioners Barnes and Colbourne asked particularly intuitive questions about some of the issues, including exactly how much would the employee have to pay, and how would her retirement date be affected. He indicated he had ample documentation from City representatives Mr. Levinson and Mr. Ambrose, both of whom did a great job in responding to him. His client worked for the City for nearly 20 years and had a current anticipated retirement date of 2017, but the subject change moved her retirement date to 2030, and this was not fair to her. Mr. Lee thought the ordinance's language had issues; if he were to litigate the subject matter, most of the standards said if an individual gave up their rights, they had to do so willingly and knowingly, and the knowingly aspect in the subject case had not been met. When he asked for any and all documentation related to his client being informed about the 401A, her rights, etc., the City's IT Department was still trying to locate the records, and he did not feel the issue could be resolved in 30 days. The City Commission had a duty to administer their government, and he advised his client that there was nothing

they could do to stop the Commission from doing what they thought best. He asked the City Commission to understand the financial impact to his client, and he had little doubt that a jury would rule in his client's favor if the matter had to be litigated.

Eric Pettus, employee representative, remarked, as it related to the numbers with which he was provided by City staff, some of the factors that were at issue for him included: the 401A loan for $15,000 taken out in 2006 by his client to purchase a home. Since then, his client paid $51 per pay period for about nine and a half years, totaling just over $12,500, yet in the documents he received, it stated the loan balance as of May 28th, 2015, was $14,967. Though the provider, not the City, controlled the loan, he questioned how it was possible for someone to borrow $15,000 in 2006 and still owe $14,967 in 2015; it was absurd and possibly an example of predatory lending. He had yet to receive the requested documentation for the loan, which was necessary to determine what was actually paid, as he was only going by his client's recollection, and it seemed no one knew where the records were. Mr. Pettus mentioned learning in a telephone conference that the 401A contribution the City made was 11 percent of the person's income, and when he asked how much the City put towards the pension plan per employee, he was given a variety of numbers. One of the most recent was said to be about 30 percent. He remarked if the City put 30 percent of an employee's income towards the pension, plus a seven percent contribution from the employee, this made 37 percent of whatever the employee earned. In the 401A plan, if the employee put in nothing, and the City paid 11 percent, and the subject employees were being asked to repay the seven percent portion they did not put in over the time period they were in the 401A, what happened to the 20 percent the City did not put in, as the City's portion was only 11 percent in the 401A. Thus, there were numbers in the documents that were not adding up that he had yet to receive substantiating documentation on which to achieve an understanding of the figures claimed by City staff. Mr. Pettus stated the only aspect of the subject proposal he found agreeable was that the City put in the 401A money and was, therefore, entitled to get those funds back if the City wished to substitute those funds for the monies owed for the lack of pension contributions. As he said in the last meeting, the employees did not choose the 401A Plan, nor did the employees choose the investments in that plan, so the employees should not be held accountable for the lack of performance of those investments. He questioned if employees enrolled in the pension plan were responsible for the performance of the investments in the Pension Plan; it was the City's or the Pension Board's job to ensure funds were available to pay pension benefits and had nothing to do with the member employees. Without the supporting documentation, he could only surmise that the solution being proposed by the City was a way to penalize the employees for being misled into taking the 401A Plan, as opposed to the Pension Plan. Mr. Pettus hoped the City Commission was willing to delay voting on a matter that seemed unfair to the employees who were victimized in the subject instance to allow further investigation and time for the employees' legal representatives to get supporting documentation from the City.

Mr. Lee accepted that his client's opposition to the subject ordinance would not stop its moving forward, since the other parties involved were amenable to the ordinance. He

asked Mr. Levinson to use his influence to facilitate his being able to meet with the City Attorney to try and fashion an arrangement that worked for his client, who was a single mother of two children. She was being asked to pay back $30,000 and more, and having to work for another 15 to 20 years to repay those monies.

MAYOR MESSAM: In the spirit of the quorum for the hearing, if you could just direct the comments and summarize on your comments, but to go back and forth with someone in the public, if you could just make your comments towards the Commission.

Mr. Lee said the repayment of that sum and having to work 15 more years than her current retirement date was not realistic, and this was something, administratively, that should have been caught by the City.

MAYOR MESSAM: Gentlemen.

MR. AMBROSE: Good evening Mayor, Vice Mayor, Commissioners. If it's okay, if I could just summarize how these, this current structure is working, and proposed structure is working. Hopefully, you'll see the value that the member is actually getting for this. First of all, no one is forcing any member to take a new structure. They can keep their existing structure and stay as they are, but it would behoove them to take the proposed structure, because there is a value of taking that. So I'm just going to go through the specifics of the calculation for the one individual. She was hired in 1997; she was covered under the GE Pension Plan. She then got transferred to the 401A Plan in the year 2000, and then in 2009, was recovered under the GE Pension Plan. So, in essence, she had three years in the GE Pension Plan, then she had nine years in the 401A Plan and since 2009, she's covered in the GE Plan once again. So the current structure, what does she have? She has a 401A balance for those nine years, and it's approximately $100,000. That's the first part of her benefit. She had a small benefit for those first three years of service in the GE Plan, from 1997 to 2000, and the value of that, the present value in today's dollars is $22,000. Additionally, she's going to accrue another part of that GE benefit from her service from 2009 till whenever she retires. The present value of that benefit is $136,000. So there's three parts of the benefit: that first piece, present value $22,000, that's in the GE Plan for those three years. The second piece, the 401A balance, $100,000. Then the third piece from 2009 in the GE Plan, which has a present value of $136,000. The total present value of all of her benefits under the current structure is $260,000. The proposed structure, what would be her 401A balance under the proposed structure, $0, because we're going to treat her as if she was always covered in the GE Pension Plan, so she will not have the balance in the 401A Plan. However, she will have an accrued benefit payable from the GE Pension Plan, reflecting a date of hire all the way back to when she was originally hired in 1997. The value of that benefit is $377,000, and that's the key. So why is the value of the benefit if you go all the way back to 1997 so much more than if you started in 2009? Well, two things are happening. First of all, she's going to have more service; as of right now, she'd have 18 and a half years of service under the proposed structure going back to 1997, which means that she can retire, hit her normal retirement date in

June of 2017; she'd have 20 years of service at that point. At that point, she would get 55 percent of her average final compensation for the rest of her life. To give you an idea of what that is, it's a monthly benefit of roughly $2,700 or an annual benefit of $32,000. That would be her benefit earned under the proposed structure, because we're going all the way back to her original date of hire in 1997. If we don't do that, under the current structure, yes, she still has a benefit, but that benefit won't start for 20 years or 20 years from 2009, so it won't start until 2029, so yes, it's still a benefit, but it's deferred many, many years out into the future, so the value of that is much, much less. So if you look at the value under the proposed structure, again, $0 from the 401A, she's not going to get anything from there. She will have the present value of her retirement benefit, which, again, $32,000 a year starting at the age of 50. If you value that in today's dollars, $377,000, that's the value of it. So the value of her benefit under the new structure, $377,000. However she has to pay back two items. One is the refund of her member contribution of $2,000 that was for that original three years of service. She received a refund of her member contributions. She'd have to pay it back into the Pension Plan. Additionally, she would have to pay member contributions that would have been made to the GE Pension Plan from 2000 to 2009, that's when she was in the 401A Plan. Any other general employee who was employed for those years contributed 7.36 percent of pay to the GE Pension Plan. So the thinking of the Board at that time was rational. If we're going to go back and treat her as if she was always a member of the GE Plan, she would contribute as if she was always a member of the GE Plan. So the amount of that contribution is the $29,500, I believe or roughly $30,000, to keep the numbers round. Again, proposed structure, the value of her benefit is $377,000; she'd have to pay back roughly $32,000, which would get us to a present value under the new structure of $345,000. Again, comparing that to the value of the benefits under the current structure of $260,000, there's an $85,000 value in the benefits. I'm not here to say it's going to fit every single person; the financial situations are different for each person, but, again, there's no forcing into a particular structure. They could stay in the existing structure, or they can move into this new structure, which definitely has more value, but it may not be realized due to someone's financial situation. And, again, if there's any question, let's go through it, but hopefully from that, you can see a value of $85,000. That's why there's a cost to the City of $85,000 for doing this. If they don't do this, this member stays in the existing structure, there's no cost to the City. If they move to the proposed structure, there's a cost of $85,000, and that is the value to the member. So, with that being said, I'll try to field any questions anyone may have.

MAYOR MESSAM: Thank you, Mr. Levinson.

MR. LEVINSON: Adam Levinson from the law firm, Klausner, Kaufman, Jensen & Levinson. After listening to an actuary for several minutes, I'm not going to go into any detail today, other than to answer questions. And I want to point out to people, especially those in the audience and those who are watching on TV, the actuary was talking about numbers, and that's what actuaries do, and it illustrates what the value of a defined benefit pension plan is. For folks who are public employees, there are 365 members under the last valuation that are in the General Employee Plan, City

employees. You have members in the Police Department who were here earlier today, but these are valuable benefits, which is the result of working in a career in public service with the City. So I'm pointing out to us that these are valuable benefits, which is why you hear these numbers. But for those of us who aren't in it, and I'm not in a defined benefit plan, I wish I was. I'm in a 401K Plan. So I'm saying to people who are in a defined benefit plan, the tax code encourages people to save for retirement, and that's what these pension plans do. They're traditional pensions that give you a guaranteed monthly pension check when you hit retirement age. So I'm just throwing out to people who are listening, who have the patience to sit through, and the Pension Board does this on a regular basis, listens to the actuaries, and one of these days, Jeff will tell you what it takes to be an actuary, and all the credentials and tests and whatnot. But I'm just using this as an opportunity to tell people that these are valuable benefits, let's make sure the people appreciate them, and for those who don't have a defined benefit, you have the ability, through the tax code to save in an IRA, and to otherwise save for retirement, and that's what I wanted to say. These are valuable benefits, and everyone, to the extent that they can, should take advantage of what their separate financial advisors or through their retirement accounts on their own, try to create the value of these defined pensions through your IRA or through other kinds of savings. And I'm here to answer any questions. I should also point out that it was a pleasure and an honor, and I'm saluting Mr. Lee and his colleagues. I committed at the last City Commission Meeting that I would try to be transparent, and I would try to provide any information that was requested, because that's a duty. We're investing lots of money, the trustees are fiduciaries, so our obligation is to make sure we answer questions, and to provide, as I said, transparency, and that remains our goal, and we're here to answer any questions today. Thank you.

MAYOR MESSAM: Thank you. There's a couple of issues that we have to contemplate. One is the ordinance that is before us, and the issue of the complaint of one of the City's employees, in terms of how the ordinance would impact the employee's retirement, and any obligations, in terms of compliance with the agreement. So I guess the first question I'll pose is that, is it better to allow the course of the public information request, the information that was requested by the employee's representative to obtain that information, be able to assess the information, meet with the actuary and the attorney to discuss the findings, and work out the grievance or the issues with the Pension Board. And if whatever is resolved in that process, if there's a fiscal impact to the City, then the Pension Board can give their determination, and then whatever fiscal impact that would be, going by the City side of the Pension Plan, that comes to the Commission. Because this may be able to be resolved without necessarily impacting this ordinance. I don't think the objective and the issue that's being raised by the representatives of the employees is necessarily to stop the ordinance. I think it's more so to address the specific issue and the impact on the employee, as a result of the ordinance. Is that a fair estimation? So the question is, can we or can the parties, once getting the information in the most expeditious way possible, because apparently it wasn't enough time to turn around the information, based on the date of the request, to be in time for this meeting. The parties resolve that

issue outside of the Commission Meeting, because I don't think that the goal is to necessarily prevent this ordinance. So the question is, can we pass this ordinance and move forward, and then get the information from public records to the employees' representatives, discuss with the pension's attorney and the actuary, see if the grievance can be resolved at the Pension Board level. Then if there's fiscal impact to the City, in terms of what the resolution that the Pension Board agrees to and responds to the grievance, then that item be brought to the Commission. That is what I'm proposing, because I don't know how we can, I won't call it litigate, but try back and forth, because you don't even have all the information you've requested to be able to make, I guess, a sound or even a reasonable argument in terms of the facts that you need to be able to make your cases. So if all parties will agree to that, I would ask that the parties do that, the City Clerk's Office provide the information that is being requested, so we can move the agenda. Do I have agreement on that?

MR. LEVINSON: I don't want to prolong today's meeting, and I don't think my other colleagues here want to prolong it, but just a couple quick clarifications. I definitely appreciate the Mayor's question. I don't want the Pension Board to be considered as a party. The Pension Board has put forward an ordinance, and tried to put it forward some time already in the past and the Pension Board wants it to continue moving, so I don't want it to be seen as if the Pension Board is in negotiations, because that's not what's going on. The Pension Board put forward this ordinance, the Pension Board, under new management if you will. If the Pension Board thought the need and thought it was appropriate to offer this ordinance, which the Pension Board has done, so I don't want to speak for others, but there's nothing else for the Pension Board to do, other than answer any questions, and try to be transparent. And, again, I don't want to speak for other people, but I think three of the employees who are falling under this ordinance are happy with it. I can't speak for the fourth employee, but anyone who's covered by this ordinance will benefit under this ordinance, and I think the Pension Board's job is done, other than answering any questions, and then complying with the ordinance if it gets adopted by the City today. I hope that answers your question.

MR. LEE: I really like what you were trying to fashion, Mayor. I think we probably will need the City Attorney to sit down, all of us to sit down and hash that out, but I don't think that this ordinance probably should be stopped for one person, so I think that you're correct in that. But I think the City Attorney is the authority to try to fashion whatever we can work out for this young lady, so that she can live with whatever this ordinance works out to an actuality.

CITY ATTORNEY COLE: Mayor, I think that's correct. You can pass the ordinance, and I'll take care of the issue. If the other three employees benefit, this employee can benefit from it as well. If this employee has other issues or other complaints against the City, I'm always open to meet with representatives and try to come to a resolution.

MAYOR MESSAM: Commissioner Barnes.

COMMISSIONER BARNES: Before we even make a decision on what seems to be an agreeable position, I just want to call attention to what I consider the use of some unfortunate words. The word “victim” for example, I take serious exception to it. Why? Because the original intent of making these changes was to benefit people who were not, under the circumstances, being benefitted. Through that came a number of anomalies. These are anomalies are going to be worked out only when there’s compromise, and there is discussion, and there is agreement. So, please, I ask that that kind of language be not allowed to taint what can be a compromise that is beneficial to all sides. It happens in everyday life. It happens in the running of a city. An adjustment is made, hey, you find one person does not benefit in the way the others do, and I think the attempt to make this change was done in good faith to benefit people who were not benefitting under the new change. So to make it seem as if someone was, conceivably, singled out, to be punished, I have reservations about that. So I pray that that is not the impression that one wants to leave. If it is, maybe we can take an explanation.

MAYOR MESSAM: Thank you, Commissioner Barnes. Any other comments from the dais?

COMMISSIONER CHAMBERS: Yes, I think this is a reasonable agreement, and I’m willing to move forward on this.

MAYOR MESSAM: Any other comments? I don’t know what comment you made, but what I don’t want is back and forth, so if there’s a statement to help us move forward.

MR. LEE: Commissioner Barnes’ position is noted, and I spoke to my client about such language.

COMMISSIONER BARNES: I’m not sure who is going to be able to explain the matter of the employee paying this sum of money and still owing, the $14,000. It’s probably not even an answer I need to get now, but I need clarification on that.

MAYOR MESSAM: Yes, it’s one of those circumstances that, in terms of the loan that was taken against the 401A benefit, and the terms that the employee selected in terms of repayment. So I think there’s options in which you can take to repay either more aggressively or stretch out payments. Obviously, in any loan situation, the longer the term you use to pay back a note, the more interest you’re going to pay, but I don’t think that was a decision made by the City, that was a personal decision, and everyone has their circumstances. No one’s pointing any fingers, but in terms of the Pension Board, the spirit of this ordinance was to make the remaining employees that were not covered under the various amendments of this ordinance whole. That was the spirit of this ordinance, and in this, the circumstance in which this specific employee causes circumstances that has produced her grievance. So the goal is to get the information to the employee and her representatives, so that they can be able to put themselves in a better position to express her grievance, using factual information and factual data, and

I'm glad that we, as a Commission, has come to an agreement in terms of how we move forward, so that we can get some final answers. Because, at the end of the day, and I'm speaking for myself, but I would imagine that my colleagues feel the same, that we respect all employees of the City of Miramar, especially those that have dedicated a career with our City and worked for us for years. And the last thing that I want is a situation where we have an employee who has dedicated many years of service to our City and not be able to, when they decide to leave on good terms and be able to reap the benefits of a defined benefit that the City is offering, and I think that's the goal of this Commission, and I'm confident that the motivation and the will is here to come to an amenable solution to this situation. So I thank all parties involved for your professionalism and responsiveness in moving this item forward. On that note, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Commissioner Barnes, to approve Ordinance #O1631, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Ordinance No. 16-01

20. **SECOND READING** of Temp. Ord. #O1633 approving the **end-of-year amendment** of the **Fiscal Year 2015 Operating and Capital Improvement Program Budget**; and providing for an effective date. ***(Passed 1st Reading on 11/02/15)*** *(Management & Budget Director David Goldman)*

Management & Budget Director David Goldman went over the subject ordinance and the changes made since its first reading, as indicated in the backup. The City Manager recommended approval.

MAYOR MESSAM: Are there any questions from the dais? Seeing none, being this is a public hearing, any comments from the public? Bringing it back to the dais, I'll entertain a motion.

On a motion by Commissioner Colbourne, seconded by Commissioner Chambers, to approve Ordinance #O1633, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Ordinance No. 16-02

21. Temp. Reso. #R5940 approving the **Program Year 2014 Consolidated Annual Performance Evaluation Report (CAPER)** for Community Development Block Grant Programs. *(Community & Economic Development Director Eric Silva)*

Community & Economic Development Director Eric Silva discussed the proposed resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you. Being this is a public hearing, is there anyone from the public who wishes to speak? Seeing none, coming back to the dais. Are there any questions for staff? Seeing none, I'll entertain a motion.

COMMISSIONER BARNES: No motion, just an observation. As usual, we keep hoping we can get more money, simple as that, so when the need arises. Offhand, would you be able to give us an actual number of people who sought assistance on any of these programs who we were unable to assist?

MR. SILVA: Our consultant is here tonight. He'll be able to address that question.

MAYOR MESSAM: Good evening. If you could state your name and address for the record.

MR. AZEBEOKHAI: Good evening, Mayor, Vice Mayor, Commissioners, City Manager, my name is Andrew Azebeokhai, Executive Vice President and Chief Operating Officer for Community Redevelopment Associates of Florida. Your question, is it minor home repair or all the programs?

COMMISSIONER BARNES: Any of it. The point I want to get at is the fact that there are so many applicants for assistance of one kind or another, and sometimes our lists are truly long. Just want to know how many of those lists we were able to go through, how many people applied, how many people we were able to help.

MR. AZEBEOKHAI: For the last workshop, we had about 300 people apply for the minor repair, and we only had money for about 25. For purchase assistance, we had almost 300 people apply, and we only had $200,000 to assist about six.

COMMISSIONER BARNES: Maybe you're the man I need to ask to go look for some more funds. Thanks.

MAYOR MESSAM: Thank you, sir. Are there any more questions, comments? Hearing none, now I'll entertain a motion.

On a motion by Commissioner Colbourne, seconded by Commissioner Chambers, to approve Resolution #R5940, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-45

QUASI-JUDICIAL PUBLIC HEARING

City Attorney Cole explained Miramar's procedures regarding quasi-judicial hearings, stating the rules applied to items 22, 23 and 24.

Those providing testimony on the following quasi-judicial items were collectively sworn in by City Clerk Gibbs.

22. Temp. Reso. #R5946 considering Application No. 1501434, **Site Plan Approval** for a three-story, 62,834 square foot **office building** for **United Data Technologies, Inc.**, to be located on a 3.67 acre vacant lot west of Monarch Lakes Boulevard and north of Miramar Parkway behind the Shoppes at Monarch Lakes. *(Community & Economic Development Director Eric Silva)*

Community & Economic Development Director Eric Silva reviewed items 22, 23 and 24 in one presentation, further detailed in the backup, though the items were voted on separately. The City Manager recommended approval.

Steve Wherry, the applicant's representative, concurred with Mr. Silva's presentation, adding, on behalf of the applicant, they felt very excited and privileged to come before the City Commission. Their project was an example of economic development done correctly, and they proposed bringing the national corporate headquarters of Universal Data Technologies to the City. He said their plan was to grow the business from its current 125 employees at the current headquarter location to 220 employees within the next three years, bringing valuable jobs at an average rate of about $71,500 per employee. This was a very significant pay rate, not including benefits, and was a major plus for the City of Miramar, and they were excited to be a part of the community.

MAYOR MESSAM: At this time, I'll entertain any comments or questions for staff or the applicant. Is that a question or comment?

COMMISSIONER BARNES: Question.

MAYOR MESSAM: Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: United Data Technologies, what do you do? What line of business are you in?

MR. WHERRY: United Data Technologies excels in providing IT networking services to the private sector and to the public sector. Public sector wise, local government, state government, United States Government, focusing specifically in schools. One of the things that we do is specialize in helping to enable the one-to-one convergence, which is essentially allowing students to enter the digital age and go from analog, atomic, textbooks to digital materials, classroom materials that are available, not just within the school environment with its internet service, but also providing on devices offline content, so the students who, for example, may not have internet connections at home, which, believe it or not, is as high as 41 percent of students, will still be able to access that content. So it's a very important service that the applicant provides, and it's something that we intend to continue in business in Florida and Broward County especially.

COMMISSIONER BARNES: Obviously, a lot of potential for growth?

MR. WHERRY: Absolutely. We think so.

COMMISSIONER BARNES: Thanks.

MAYOR MESSAM: Being this is a public hearing, are there any comments from the public? Thank you. Coming back to this dais, just quickly. All I can say is Miramar wins again. We are very excited about UDT bringing its headquarters here in the City of Miramar, joining many companies, and your client's firm was highlighted in our recent State of the City Address, in terms of the continued success of our dear City. In fact, earlier today, I had a meeting with the principal of New Renaissance High School, and she's doing a great job at New Renaissance, and they have a technology program there, and I can see UDT definitely being a great partner with them in terms of showing the students exactly how your company is helping them learn. I think that will be a great opportunity to extend the learning environment out into the community. So we look forward to reaching out to UDT, and we wish you a speedy and on time delivery and construction process. Thanks for choosing Miramar.

MR. WHERRY: Thank you very much, Mr. Mayor.

MAYOR MESSAM: Thank you. If there aren't any other comments or questions, I'll entertain a motion for approval. You have a comment? Oh, I'm sorry. Commissioner Chambers.

COMMISSIONER CHAMBERS: I just want to say Commissioner Barnes face lit up. He's thinking of changing careers; I'm going to follow your lead, Commissioner Barnes. Thank you.

MAYOR MESSAM: Do I have a motion? This is for item number 22.

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Resolution #R5946, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-46

23. Temp. Reso. #R5947 considering Application No. 1501437, **Community Appearance Board Approval** for a three-story, 62,834 square foot **office building** for **United Data Technologies, Inc.**, to be located on a 3.67 acre vacant lot west of Monarch Lakes Boulevard and north of Miramar Parkway behind the Shoppes at Monarch Lakes. *(Community & Economic Development Director Eric Silva)*

MAYOR MESSAM: Item number 23, may I have a motion?

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Resolution #R5947, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-47

24. Temp. Reso. #R5948 considering Application No. 1503655, **Request for Variance Approval** from Land Development Code Section 901.4, Table 3, Perimeter Bufferyard Width Requirements, for **United Data Technologies, Inc.**, to be located on a vacant lot west of Monarch Lakes Boulevard and north of Miramar Parkway behind the Shoppes at Monarch Lakes. *(Community & Economic Development Director Eric Silva)*

Community & Economic Development Director Eric Silva discussed the proposed resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Item number 24.

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Resolution #R5948, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-48

OTHER BUSINESS

25. Reports and Comments:

Commissioner Reports:

MAYOR MESSAM: Before we go to Commission reports, I want to make a couple of announcements in terms of some events that are coming up in the next couple of weeks. For everyone, this will be our final Commission Meeting for this calendar year, 2015, so we wish everyone a Happy Thanksgiving, so whether you're hosting family or friends this week here in our beautiful City, you have many places to take them within our City. Or if you're traveling on the highways or flying, we pray for your traveling mercies for a safe trip there and home. Or Happy holidays, whether you observe Christmas, Hanukkah, Kwanzaa, or just spending time with friends and family. We wish you a very happy holidays, and a Happy New Year, because that will be our next meeting. Secondly, on December 5th, the City of Miramar will have a holiday tree lighting at Shirley Branca Park, 6:00 p.m. to 9:00 p.m. Come out for a lot of fun, great entertainment for the family, and celebrating this holiday season, so we'll see everyone on December 5th at Shirley Branca Park for a holiday tree lighting. Also, December 9th at the Miramar Regional Park, the City will have the official groundbreaking for the amphitheater. At 10:00 a.m. on December 9th, the amphitheater groundbreaking at Miramar Regional Park and we're inviting the community to come out. Commission reports starting with Vice Mayor Riggs and moving down.

VICE MAYOR RIGGS: Sounds great, thank you. I had a turkey giveaway over the weekend, and I want to say thank you to all the volunteers, to the administration and park personnel. We were able to give about 600 turkeys over the weekend, and I spent Sunday delivering turkeys to those who weren't able to make it. It was an awesome

thing to do, and it made me realize that there's a need in the City, and I wish I could do more, so I was glad to be able to what we were able to do. Since this is the last meeting, I want to say Happy Thanksgiving, Merry Christmas, and a Happy New Year. Thank you.

MAYOR MESSAM: Commissioner Barnes?

COMMISSIONER BARNES: Considering the late hour our meeting has arrived at already, I was going to actually call upon a couple members of staff to answer some questions, but let me avoid that and make some observations about our Christmas tree lighting last week. Despite the rationalizations, I was offered as to why it was done on Thursday evening, why it was done even before Thanksgiving, I reject those rationalizations and those explanations for a number of reasons. The Christmas tree here at City Hall has always been the Christmas tree of the year. There are additional Christmas trees that are mounted across the City, and I'm not going to accept that there's been this scaling back of the tree. While I understand and appreciate that, it was probably done to coincide with another event that I understand too. I think, though, that the turnout or the lack there of at the Christmas tree lighting confirms my firm belief that the timing was wrong. There were probably 100 people on the plaza, and that included vendors, it included support staff; the actual residents who came to view the lighting of this Christmas tree were a tiny fraction of the 100 or so. And I'm going to submit that our timing was wrong this time around, and in fact I actually said to a member of staff that maybe this is the kind of decision that ought to be brought to the Commission level, and I'm going to reject that as well, because I don't know that we need to micromanage the situation. I'm submitting, however, that more considerations be brought. Virtually, no residents came to the lighting of our Christmas tree last week Thursday. There were vendors, there were staff members. If I sought to count the residents that came, I do not think I would have gotten 25. In my opinion, that defeats the purpose.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Thank you, Mayor. To speak to that Christmas tree lighting, I'm confused myself, because from what I was told, it was going to be soft tree lighting, due to the construction debris and stuff out there. And then, to my surprise, I heard it on the radio, so I'm not sure if it was to be a quiet tree lighting, and then we advertise it, so that didn't make any sense to me. If we're trying to do just a few people, fine, just do a few people; you don't have to cater to a large crowd. But I'm not sure where the confusion came in. With that said, let me move on. Mr. Mayor, at our last meeting on November 7th, we had stated that at this meeting, we were going to set a date for discussing the Cultural Arts Center.

MAYOR MESSAM: It's coming, yes.

COMMISSIONER CHAMBERS: Do we have a date ready set?

MAYOR MESSAM: I was going to bring it up under my report.

COMMISSIONER CHAMBERS: Okay, great, thank you. I'm proud to say I attended the National League of Cities in Nashville with the Mayor. I want to thank you, Mr. Mayor, for being very engaged. I think you do a fantastic job. Also, the children that came up with us, they were very lovely, and Chief Black and all the staff, I want to say thank you all. I had a great time. Also, this weekend I was able to help Better Kids Future raise $3,140 in charity, so I'm very proud of that. I want to thank the Vice Mayor for her turkey giveaway. I'm proud to support you, thank you so much. I'm trying to request some toys for military men and women who are going to be deployed, so if anyone has any toys, and they would like to deliver it to me, I would greatly appreciate it. Thank you so much.

MAYOR MESSAM: Thank you, Commissioner Chambers. Commissioner Colbourne, the mic is yours.

COMMISSIONER COLBOURNE: Thank you. Last meeting of the year. I just want to say to my fellow colleagues, it's been a great year. Happy holidays to you all. To the staff and the residents, happy holiday to everyone, Happy Thanksgiving, Merry Christmas, happy holidays, and Happy New year, and I'll see you next year. We have a number of events, so I'll probably see you some of you throughout, enjoy. Thank you.

MAYOR MESSAM: Quickly, what I would say is, actually, tonight was a great night for Historic Miramar, and we have two significant projects that will be starting very soon in the City of Miramar. One is an infrastructure project with our East Water Treatment Plant, and the construction of the upcoming Shirley Branca band shell in the park improvements in Historic Miramar, so it's a great day in Historic Miramar, because oftentimes, we hear that no investments are coming into east Miramar, and here are examples of two significant projects that will be taking place. Also Fire Station 107, selecting the architect to do the design for the fire station, so the fire station is well on its way of becoming a reality to meet a need. And because of the late hour, I won't get into the details, but at our next Commission Meeting, I'll be bringing forth an item in terms of the City of Miramar and our application process for employment. I think our City should also join in with the efforts of many municipalities, counties and governmental agencies nationwide in banning the box, which basically means that in terms of a prospective employee making employment with the City of Miramar not being asked if they've been arrested or convicted of a crime on the application process. We still conduct background checks, but we don't want to turn people away at the door with undue prejudices by the affirmative answer to that question. It has shown that it does not impede any municipality or agency from being able to do the proper backgrounds that we need to do, especially for sensitive positions. But in terms of allowing a person who may have had a hiccup at some point in their life, who's straightening themselves out and can be a great employee for our City, to at least get in the door, go through a process to be screened for employment without having the shadows of an arrest that

may not have necessarily led to a conviction being on the application. So I'll be bringing that to our next Commission Meeting. We don't have time to really go into everything, but I'll be bringing that forward at our next Commission Meeting. Also, I would like to announce on December 19th that I'll be hosting "Breakfast with Santa" at the Miramar Multi-Service Center at 9:00 a.m. Our goal is to service 200 families with breakfast and a toy, and to be able to come, we'll be giving out free vouchers for this event, and information will be circulated out to the community in terms of how you can get the voucher. For more information, you can call 954-602-3198, so families and the kids can have breakfast with Santa. Finally, in regards to the postponed workshop for the Miramar Cultural Center, it is proposed that we have a workshop at our very next Commission Meeting, which will be the first meeting when we get back in January. City administration will provide more details moving forward, so if the Commission is in agreement with that or not, so that's at our very next meeting, so we're not wasting any time, it's our very next meeting, so we have our new Interim Director in place, and it's been proposed to have the workshop at our very next meeting in January, prior to the Commission Meeting. Commissioner Chambers.

COMMISSIONER CHAMBERS: I remember you stated that we would get it done before next year.

MAYOR MESSAM: It's our very next meeting.

COMMISSIONER CHAMBERS: I understand what you're saying now.

MAYOR MESSAM: Our very next meeting.

COMMISSIONER CHAMBERS: That's when we're going to discuss it?

MAYOR MESSAM: We'll have the workshop, our very next meeting.

COMMISSIONER CHAMBERS: Thank you.

MAYOR MESSAM: Thank you. City Attorney.

City Attorney Reports:

City Attorney Cole, pursuant to Florida Statute 286.011(8), governing public meetings, announced two Executive Sessions that would take place prior to the next City Commission Meeting in January 2016. He desired advice regarding two lawsuits; the first was regarding Thomas Ramsay vs the City of Miramar, Case No. OJCC-09-007704DAL, and the second was the case of Maria Strickland vs the City of Miramar, Case No. OJCC-15-00485LAR. The sessions would be held on January 27, 2016, and the times of the sessions would be coordinated with the City Manager's Office. He said

attending the sessions would be the Mayor and Commissioners, the City Manager, Alison Smith, Eric Stettin, and he.
MAYOR MESSAM: Thank you, Mr. Attorney. Madam Deputy.

City Manager Reports:

DEPUTY CITY MANAGER LOVE: Thank you. I wanted to take this opportunity to welcome Stephen Kantrowitz, our new Interim Director of the Miramar Cultural Center, and invite him to the podium this evening to speak to us a bit about his experience in the performing arts. Stephen comes with extensive experience in arts and community engagement, fundraising, event planning, marketing, audience development, and producing shows. Stephen, could you share a little bit about yourself and your experience with the Commission?

MR. KANTROWITZ: Sure, thank you very much. It's my pleasure to be here. I'm really thrilled to be your new director of the Miramar Cultural Center. I've performed as concert violinist at some of the world's greatest venues, and I truly think that our Center is one of the most beautiful I've ever seen, so it's been the greatest thrill to be here. Over the last 15 years, I've worked at the nation's many top venues as a programmer, producer, presenter, working over 1,000 performances, and to work with some of the greatest artists in the country. And I've had great successes engaging diverse communities such as ours, and administrating multi-million dollar fundraising and marketing strategies, all of which I plan to initiate here at the Miramar Cultural Center. I've been here less than three weeks, so I'm still evaluating the situation, but I did review the June 24th presentation, and I agree we're moving with the right direction with our staffing size, and that reflecting national trends, and I'll be making further recommendations as I go along to add top people to specifically address areas, such as fundraising, development, community outreach and engagement, and identifying new programming to broaden audience, and to generate additional income streams for the Center. I want to just point out recent successes we've had, like our Mystic India event, and our School Day Matinee, performances of The Lion, The Witch and the Wardrobe. It shows that we've identified and really engaged diverse and underrepresented audiences, such as students with disabilities. And we're using all the Center's resources, including the banquet hall, theater and art gallery to do this. I recognize that we've had our challenges, but I assure you that my dedicated staff and I are committed to doing everything possible to fulfill the Center's unlimited potential, and shine a spotlight on the Center as one of the Country's most exciting arts destinations. Thank you very much.

MAYOR MESSAM: Thank you, and welcome aboard.

DEPUTY CITY MANAGER LOVE: I have nothing else, thank you.

FUTURE WORKSHOP

None

ADJOURNMENT

MAYOR MESSAM: With that, meeting adjourned.

The meeting was adjourned at 10:46 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DG/cp

2.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Hong Guo, P.E., Director of Utilities, on behalf of the Utilities Department

Temp Reso Number: 5965

Item Description: Temp. Reso. No. 5965, APPROVING AND ADOPTING THE PLANNING DOCUMENT/PRELIMINARY DESIGN REPORT FOR THE EAST WATER TREATMENT PLANT RENOVATION PROJECT PURSUANT TO CHAPTER 62-552 OF THE FLORIDA ADMINISTRATIVE CODE. (Utilities Director Hong Guo)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The State of Florida Department of Environmental Protection ("FDEP") is authorized, pursuant to Florida law, to make loans to local government agencies such as the City, to finance the planning, design and construction of water infrastructure. The City plans to submit an application to the FDEP for a State Revolving Fund ("SRF") loan for the construction of East Water Treatment Plant Renovations (the "Project"). Florida Administrative Code Rule 62-552.700 requires that a public meeting be held before formal adoption of a water facilities plan for a project funded by the FDEP pursuant to its SRF loan program. In order to satisfy this requirement, notice of the public hearing on the planning document associted with the Project was published in a local newspapaer and on social media. The hearing was subsequently held on December 16, 2015, to enable public participation in the final evaluation of the Project and anticipated costs. This Resolution seeks City Commission approval and adoption of the Planning Document/Preliminary Design Report for the Project.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5965**

  - Exhibit "A" - Planning Document for the East Water Treatment Plant Renovations: East Water Treatment Plant Membrane Softening Facilities Preliminary Design Report

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Hong Guo, P.E., Utilities Director

DATE: December 30, 2015

RE: Temp. Reso. No. 5965, approving and adopting the Planning Document/Preliminary Design Report for the East Water Treatment Plant Renovation Project pursuant to Florida Administrative Code Chapter 62-552.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5965, approving and adopting the Planning Document/Preliminary Design Report for the East Water Treatment Plant ("EWTP") Renovation Project ("Project") pursuant to Florida Administrative Code ("F.A.C.") Chapter 62-552.

ISSUE: The City plans to submit an application to the State of Florida Department of Environmental Protection ("FDEP") for an SRF loan for the Project. Pursuant to Rule 62-552.700 of the F.A.C., City Commission adoption of the planning document for the Project is necessary to satisfy applicable SRF loan program requirements for drinking water facilities.

BACKGROUND: The City owns and operates the EWTP, which provides potable water treatment at a rated six-million-gallons-per-day ("MGD") capacity. The EWTP was originally built in the 1950s and has gone through a series of renovations in recent years.

In 2014, the City retained Hazen and Sawyer to prepare a Preliminary Design Report ("PDR") to evaluate and identify needed system improvements to efficiently address long term sustainable water supply to the communities and customers. The City's Comprehensive Plan defines levels of services and goals and objectives to be met in order to facilitate the City's redevelopment and revitalization in the established area. The PDR evaluated design criteria and alternatives and provided recommendations for conversion of the lime softening treatment to a nanofiltration membrane softening process at the EWTP. The

required scope of work includes a series of necessary hydraulic modifications, chemical and ancillary improvements, installation of new treatment equipment, demolition of the existing infrastructure, and overall site improvements.

F.A.C. Rule 62-552.700 requires the City to hold a public meeting before formal adoption of the planning document for the Project. In order to satisfy this requirement, a notice of the hearing was published in the local newspaper and on social media. The meeting was subsequently held on December 16, 2015, to enable public participation in the final evaluation of the project and costs. This Resolution seeks City Commission approval and adoption of the Planning Document/Preliminary Design Report for the Project.

Temp. Reso. No. 5965
11/30/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND ADOPTING THE PLANNING DOCUMENT/PRELIMINARY DESIGN REPORT FOR THE EAST WATER TREATMENT PLANT RENOVATION PROJECT PURSUANT TO CHAPTER 62-552 OF THE FLORIDA ADMINISTRATIVE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Environmental Protection ("FDEP") is authorized, pursuant to state law, to make loans to local government agencies, such as the City, to finance the planning, design and construction of water facilities; and

WHEREAS, in 2014, the City retained Hazen and Sawyer to prepare a Preliminary Design Report ("PDR") to evaluate and identify needed system improvements to efficiently address long term sustainable water supply to the communities and customers; and

WHEREAS, on November 23, 2015, the City Commission adopted Resolution No. 16-41, awarding a design-build contract to Wharton-Smith, Inc. for the East Water Treatment Plant Renovation Project (the "Project") based upon the PDR; and

WHEREAS, the City plans to submit an application to the FDEP for a State Revolving Fund ("SRF") Loan for the construction of the Project; and

WHEREAS, in accordance with Chapter 62-552 of the Florida Administrative Code, planning documents for a SRF Loan project must be officially approved and adopted by the City Commission prior to their implementation; and

WHEREAS, the Florida Administrative Code Rule 62-552.700 requires that a public hearing be held before formal adoption of water facilities planning documents relating to an SRF loan project; and

WHEREAS, the City published notice of a public hearing in the local newspaper and on social media, and subsequently held a public hearing on December 16, 2015, to enable public participation in the final evaluation of the Project and the PDR prepared by Hazen and Sawyer; and

WHEREAS, the City Manager recommends that the City Commission approve and adopt the Planning Document/Preliminary Design Report attached hereto as Exhibit "A" for the East Water Treatment Plant Renovations; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve and adopt the Planning Document/Preliminary Design Report attached hereto as Exhibit "A" for the East Water Treatment Plant Renovations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The Planning Document/Preliminary Design Report for the East Water Treatment Plant Renovations Project, attached hereto as Exhibit "A", is approved and adopted.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

MIRAMAR

BEAUTY AND PROGRESS
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City of Miramar, Florida

East Water Treatment Plant Membrane Softening Facilities Preliminary Design Report

December 2014

HAZEN AND SAWYER
Environmental Engineers & Scientists

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Executive Summary

This section provides a brief description of the findings of this Preliminary Design Report, including discussion of the existing raw water supply, existing systems and equipment, proposed facilities, proposed project implementation, as well as an order of magnitude project cost estimate and estimate of operation and maintenance cost,. The project delivery schedule for the design and construction of the future membrane softening facilities, and plant upgrades is also summarized. This section also includes recommendations relative to pilot testing, recommendations for maintenance of plant operations during construction, and a discussion of anticipated permits required for the construction of the future facilities.

ES.1 Introduction

The City of Miramar East Water Treatment Plant (EWTP) is a 6 MGD lime softening facility which treats raw water from nine (9) Biscayne Aquifer production wells. The facility is located at 2600 SW 66th Terrace and has been in operation since the 1950s, with expansion modifications made during the 1960s. Though the plant is currently rated at 5.7 MGD, the average daily flow is closer to 4.0 MGD.

The City's West WTP currently employs membrane treatment and primarily serves the western sector of the City's common distribution and transmission system. As such, the City wishes to implement membrane treatment at the EWTP to standardize operation with the West WTP, provide flexibility in the distribution system, and increase treatment reliability. Additionally, implementation of membrane treatment at the EWTP will allow the City to improve finished water quality, maximize treatment capacity of the existing site and ultimately retire the facility's aging lime softening infrastructure. In order to maximize the utilization of existing facilities, the current Chemical building will be re-purposed and modified to accommodate the new membrane treatment process.

The existing site plan is provided in Drawing G-6 within **Appendix A**.

This report identifies the preliminary design and permitting requirements to construct the future membrane softening treatment facilities as an alternative to the existing lime softening facility. The report encompasses an evaluation of required water supply and water treatment facilities, permitting requirements, an order of magnitude project cost estimate and a preliminary project delivery schedule.

The primary focus of the report is an evaluation and description of the necessary treatment components to provide 6 MGD of finished water production utilizing membrane softening,

while maximizing the use of existing facilities. The report also includes a description of necessary water supply facilities and system improvements.

ES.2 Raw Water Supply

The City of Miramar's water supply consists of two water treatment plants and associated wellfields. The East WTP, which is a lime softening facility, pumps raw water from the Eastern Wellfield. The West WTP is a membrane softening facility which withdraws water from the West Wellfield. Raw water from the Biscayne aquifer is treated at both facilities and then pumped into the distribution system, which is normally segregated into east and west areas by closing manual valves. Additionally, in 2010, the City implemented an alternative water supply utilizing two (2) Floridan Aquifer wells and a brackish reverse osmosis treatment system at the West WTP.

The Eastern Wellfield consists of five (5) onsite Wells E1-E5, located at or in the vicinity of the East WTP. These wells were constructed in 1950's along with the water treatment facility. Wells E6-E9 were constructed in 1963 and are located approximately 1,500 ft south of the WTP within the City of Miramar's original City Hall site (at Miramar Parkway and SW 67th Avenue). Wells E6-E9 convey raw water approximately 2,500 linear feet through a common 12-inch transmission line (north along Miramar Parkway and SW 66th Terrace) to the east side of the WTP, whereby raw water can either directly feed Precipitators 3 and 4 separately or blend with Well E1-E5 water at the head of the plant via control valves.

Aside from minor well maintenance, none of the wells have been overhauled or redeveloped since their inception. Review of available record documents and discussion with City staff indicates that existing well pump operating curves are not available, and likely do not reflect current pump performance. The wellfield locations and raw water transmission lines are illustrated in Drawing G-4 of **Appendix A**.

Table ES.1 summarizes wellfield design characteristics, as documented in the City of Miramar's Water Use Permit 06-00054-W. The City generally rotates operation of its wells and achieves its current raw water demand with 2-4 wells offline.

Table ES.1
Summary of Wellfield Characteristics (1)

Well Name	Year Drilled	Well Diameter (in)	Well Depth (ft)	Cased Depth (ft)	Screened Interval (ft bgs)	Design Pump Capacity (gpm)
ONSITE WELLS						
E1	1955	8	110	100	100-110	550
E2	1955	6	110	100	100-110	400
E3	1955	8	110	100	100-110	550
E4	1955	8	110	100	100-110	500
E5	1955	10	120	110	110-120	500
					Onsite Wells – Total Design Pump Capacity	***2,500 gpm***
OFFSITE WELLS						
E6	1963	12	110	100	100-110	1100
E7	1963	12	110	100	100-110	1100
E8	1963	8	110	100	100-110	800
E9	1963	8	110	100	100-110	450
					Offsite Wells – Total Design Pump Capacity	***3,450 gpm***
EAST WELLFIELD – TOTAL						
					Total East Wellfield Design Pump Capacity (gpm)	***5,950***
					(MGD)	***8.57***

Notes:

1. Wellfield Characteristics presented herein were obtained from SFWMD Water Use Permit 06-00054-W (dated November 2004).

The City elected to upgrade the East WTP with addition of membrane softening treatment, which will improve finished water quality and overall treatment reliability, maximize treatment capacity of the existing site and allow ultimate decommissioning of the facility's aging lime softening infrastructure. **Table ES.2** presents a summary of the raw water required to implement 3 MGD (with initial blending of lime softened water) or 6 MGD membrane softening treatment. To implement membrane softening at 80% recovery and full plant capacity (6 MGD), the Biscayne Aquifer wellfield supply required is approximately 7.5 MGD (plus spare wells for redundancy). An additional 0.3 MGD of capacity would be needed for raw water blending.

Table ES.2
Summary of Raw Water Required

Membrane Permeate (MGD)	Percent Recovery (%)	Membrane Raw Water Supply (MGD)	Lime Softened Water [1] (MGD)	Total Finished Water (MGD)	Firm Raw Water Supply Required (MGD)	Minimum Raw Water Recommended with 20% Reliability
Intermediate Scenario – Blend of Membrane Softened Water & Lime Softened Water						
3.0	80	3.75	1.5	4.5	5.25	6.3
Buildout Scenario – Membrane Softening at Full Plant Capacity [2]						
6.0	80	7.5	0	6.0	7.5	9.0

Notes:

1. *Use of existing lime softened water for blending with membrane permeate water*
2. *City's selected scenario based on evaluation of qualitative considerations, water supply limitations, a planning level budgetary construction cost estimates for both the 3 MGD and 6 MGD membrane, as detai in Appendix B*

Based on the existing raw water availability, additional raw water capacity may be needed to obtain the firm raw water requirements established above. As part of this preliminary design report, multiple raw water supply augmentation alternatives were examined that included production capacity enhancement through well rehabilitation and pump improvements, wellhead improvements, transmission system maintenance/upgrades, and/or new production wells.

The City's preferred option is to achieve the necessary raw water supply with the installation of new production wells and raw water transmission piping. Drawing G-5 of **Appendix A** presents preliminary siting of five (5) new 2-MGD production wells and routing of new transmission piping (including one well for redundancy capacity). The City may choose to investigate keeping some of the existing wells as backup capacity.

ES.3 Existing Lime Softening Treatment Facilities

During construction of the new water treatment plant, the existing lime softening treatment facilities at the East WTP must remain in operation as much a possible to serve the existing water demands. Improvements will be designed as to not significantly impact the operations of the existing plant. Furthermore, the existing lime softening treatment facilities will likely be decommissioned once the membrane treatment facilities go into service. The demolition of existing lime softening facilities will be addressed in future phases of the project. A brief description of the existing lime softening treatment facilities is included for completeness only.

The existing lime softening treatment facilities at the East WTP are briefly described as follows:

- Water Use Permit: East WTP withdrawal is limited to 3.186 MGD (1,163 MGY); Total Biscayne Aquifer withdrawal shared between East & West WTPs is limited to 11.56 MGD (4,218 MGY) by SFWMD (Permit No. 06-00054-W, dated 12/2010).
- Average Treatment: About 3-4 million gallons per day (MOR data, 2013-2014)
- Treatment Type: Lime softening, filtration, and disinfection followed by onsite storage and/or high service pumping to the distribution system.
- Date Constructed: The main process areas were constructed in the 1950s and 1960s. Ancillary facilities were constructed in phases between the 1970's and 2000's.
- Current Status: The existing lime softening treatment facility is currently operational. Portions of the lime softening facilities are at the end of their useful life.
- Future Status: The existing lime softening treatment facility would be decommissioned after the membrane softening treatment facilities go into service.

ES.4 New Membrane Softening Facilities

Table ES.3 presents a summary of the recommended water treatment plant improvements to incorporate 6 MGD of new membrane softening treatment while maximizing the use of existing plant facilities. Raw water blending of 5% may be possible, and would increase the new EWTP's finished water production capacity to 6.3 MGD

Table ES.3
Summary of Recommended Water Treatment Plant Improvements

Unit Process/System	Recommendation
Water Supply/Pretreatment	
Raw Water Wells and Raw Water Piping (Biscayne Wells)	• Build a wellfield to supply a minimum of 7.5 MGD of raw water and install the required raw water transmission piping. The new wellfield should include one standby well (as discussed in Section 2).
Sand Separator	• One unit to eliminate sand particulates from raw water stream
Cartridge Filtration	• Two stainless steel vessels with cartridges for Biscayne supply wells
Water Treatment	
Membrane Skids	• Two skids @ 3 MGD permeate capacity each
Membrane Feed Pumping	• Two membrane feed pumps, stainless steel
Membrane Cleaning and Flushing	
Clean-In-Place (CIP) System for Membrane Softening Skids	• One cleaning tank, one flushing tank, one cartridge filter and one recirculation pump
Blending	
Raw Water Blending	• Bypass connections upstream and downstream of membranes for potential raw water blending of 300,000 gpd.
Post-Treatment	
Chemical Injection/Mixing	• Provide static mixers and chemical injection connections on permeate piping to finished water storage tank
Pipelines	
Raw Water	• Ductile iron transmission piping and isolation valves to proposed membrane pre-treatment facilities with interconnection to existing well piping (inside East WTP site)
Feed/Conditioned Water	• Stainless steel piping and manifolds for membrane skids
Permeate Water	• Lined ductile iron piping to connect to existing finished water storage tank
Concentrate Disposal	
Concentrate Water	• Lined ductile iron piping to convey concentrate to proposed offsite gravity sewer system • Concentrate storage and repumping will be needed to mitigate peak wastewater flows to the system. Initial design will incorporate storage via clearwell

Table ES.3
Summary of Recommended Water Treatment Plant Improvements

Unit Process/System	Recommendation
	modifications upon completion of new facilities startup.
Chemical Feed & Storage	
Acid	• To be evaluated further during detailed design
Scale Inhibitor	• One bulk storage tank and two metering pumps
Stabilization System	• The City will evaluate the most suitable stabilization approach, for implementation under a separate project. Options being considered are sodium hydroxide and hydrated lime.
Recarbonation System	• Maintain existing storage facilities and modify metering/feed system as needed
Sodium Hypochlorite	• Maintain existing storage facilities and modify metering/feed system as needed
Aqueous Ammonia	• Maintain existing storage facilities; however, the City plans to discontinue use.
Fluoride	• One bulk storage tank, one day tank, and two metering pumps
Corrosion Inhibitor	• To be evaluated further during detailed design
Finished Water Storage and Distribution	
Ground Storage Tanks	• The existing 0.75 MG ground storage tanks will be maintained in service. Additional storage/tankage will be addressed under a future project after demolition of the lime softening areas.
High Service Pumps	• Maintain existing equipment and modify operation as needed (existing High Service Pumps have a firm rated capacity of 12.0 MGD).
Electrical, Instrumentation and Controls	
Power Supply, Variable Frequency Drives & Motor Control Centers	• Connection to the main switchgear • Variable frequency drives for membrane feed pumps. Miscellaneous conduit and cable • SCR controllers for metering pumps • Additional breakers • New Emergency Generator to be addressed under a future phase of this project post demolition of existing facilities • Miscellaneous electrical upgrades

Table ES.3
Summary of Recommended Water Treatment Plant Improvements

Unit Process/System	Recommendation
Instrument Control System	• PLCs for new unit processes • Miscellaneous instruments for flow, pressure, temperature, pH, turbidity, ORP, SDI, and conductivity • Miscellaneous instrumentation and control upgrades • Upgrade/expand existing control room operator work station graphic displays, databases and data reporting functionality
Building Modifications	
Miscellaneous	• Membrane softening feed pump – structural foundation • Membrane feed pump – steel can • Equipment pads • Miscellaneous civil, structural, and architectural upgrades • Pipe support system • Demolition of miscellaneous building structures

ES.5 Project Implementation

The 2014 order of magnitude project cost estimate to provide 6 MGD of membrane softening treatment capacity is estimated to be approximately $12.5 M. This includes new raw water wells and transmission system, cartridge filters, membrane skids, membrane feed pumps, concentrate and permeate pipelines, pre-treatment and post-treatment chemicals, electrical and I&C upgrades, miscellaneous building modifications, and sitework. This estimate also includes design and engineering services and contingency. This estimate **does not** include escalation to the scheduled construction date. **Table ES.4** summarizes the order of magnitude project cost estimate.

Table ES.4
Preliminary Opinion of Probable Project Cost

Cost Component	Description	Quantity	Cost
Water Supply/Pretreatment/Treatment/Concentrate Disposal			
Raw Water Wells and Supply [1]	Construction of 5 new 2 MGD wells and associated piping	1	$2,840,000
Scale Inhibitor	New chemical storage and feed system	1	$75,000
Sand Separator	Sand separation device	1	150,000
Cartridge Filtration	New stainless steel vessels for membrane skids and associated piping	2	$252,000
Water Treatment Membrane Softening Skids	New skids @ 3.0 MGD permeate capacity each with membrane elements and associated piping	2	$1,750,000
Membrane Feed Pumps	New stainless steel membrane feed pumps	2	$560,000
Concentrate Booster Pump	New booster pump station	1	$250,000
Concentrate Force Main	New pipeline to new pump station	1	$440,000
Clean In Place System	New Clean in place system	1	$200,000
Post Treatment [2]			
Stabilization System	New system	1	$250,000
Recarbonation	Modifications to existing system	1	$80,000
Fluoride System	New System	1	$100,000
Yard Piping	Yard piping for blending	1	$160,000
Electrical			

Table ES.4
Preliminary Opinion of Probable Project Cost

Cost Component	Description	Quantity	Cost
Electrical Equipment	Power feeders, variable frequency drives, miscellaneous electrical equipment and new generator	-	$800,000
Instrumentation & Control			
I&C Equipment	New instruments, PLCs, software, miscellaneous equipment	-	$180,000
Building Modifications & Sitework			
Membrane Building	Miscellaneous modifications to accommodate new reverse osmosis membrane system	-	$170,000
Subtotal			**$8,257,000**
General Requirements			$180,000
Estimating Contingency (Estimated at 25 percent of Subtotal)			$2,064,250
Subtotal with Contingency			$10,501,250
Design/Engineering Services (Estimated at 20 percent of Subtotal with Contingency)			$2,100,250
2014 Order of Magnitude Project Cost Estimate [3]			**$12,601,500**

Notes:

1. *Costs for installation of new wells do not include potential land acquisition costs.*
2. *Addition of corrosion inhibitor should be evaluated further during detailed design. The City of Miramar will evaluate water stabilization options in the future and select the best approach.*
3. *The above cost estimate was revised in July 2014. For budgeting purposes the City should escalate the above costs to the midpoint of construction.*

This estimate has been prepared based upon information provided by the City, preliminary design criteria and site layouts presented in this document. Because of the level of scope development at this stage, the estimate is a Class 3 (Budget Estimate), as defined by the Association for the Advancement of Cost Engineering International (AACE). The expected range of accuracy for this type of estimate is +30% to -20% of the subtotal. This level of cost estimate reflects the large amount of mechanical components associated with the project, and the ability to obtain relatively firm pricing for these components from manufacturers. Other alternatives that have been presented herein may require modifications to the estimate. The final costs of the project will depend on actual labor and material cost, competitive market conditions, final project scope, implementation schedule, and other variable conditions.

Typical operation and maintenance costs for membrane softening treatment facilities consider the following:

1. Power
2. Chemicals
3. Replacement parts and materials (such as replacement membranes and replacement cartridge filters)
4. Operation and maintenance labor
5. Administration / regulatory compliance

The 2014 Operation and Maintenance cost for a 6 MGD facility will be on the order of $1.40 per 1000 gallons of finished water. Costs were assumed based on membrane softening system preliminary design criteria, vendor equipment quotes, previous bid information, project experience, and escalated annual operation and maintenance cost data from the "*Water Supply Cost Estimation Study*" (SFWMD, February 2007).

Based upon the proposed schedule it appears likely that the membrane softening treatment facilities could be in service in the fourth quarter of year 2016. The City recognizes that this schedule does not include contingencies (e.g., adverse weather, manufacturer delays, bid protests, etc.). Furthermore, the City recognizes that a number of factors are uncertain and difficult to predict their duration. These factors include work by others such as reviews by regulatory agencies and uncertainties related to permit acquisition. Consequently, the schedule presented herein is dynamic and is presented as a best case scenario.

Pilot studies provide the opportunity to evaluate the performance of proposed treatment systems under site-specific conditions. Industry experience has proven that manufacturer's projections (accuracy +/- 20%), while a valuable design tool, do not always match actual data once a facility is operational. Pilot studies are useful in confirming water quality parameters and optimizing plant performance.

However, due to the City's experience with the West WTP and familiarity with Biscayne Aquifer water quality in the area of the existing East WTP well field, pilot testing of membrane elements is not required at this time. During the design and construction of the proposed well field, tests should be performed to confirm that constituents of concern, such as iron, sand, and SDI, are present at acceptable levels as presented herein. In the event that test results indicate that water quality is a concern, further testing should be undertaken to determine required modifications to the proposed treatment process. Based on discussions with the City of Miramar, the primary pilot testing that likely will be pursued prior to the design phase is for antiscalant and concentrate impacts to the wastewater system. This testing will serve to identify the product which can offer the City of Miramar the best long-term performance at the proposed treatment facility and existing West WTP.

In general, the East WTP will be capable of operating continuously during the installation of up to 6 MGD of membrane softening treatment capacity within the existing facilities. Only minimal interruptions are anticipated, primarily related to electrical installations requiring short-term electrical shutdowns for connections to existing electrical equipment.

The East WTP falls within the jurisdiction of the following entities:

- United States Environmental Protection Agency (USEPA)
- Florida Department of Environmental Protection (FDEP)
- South Florida Water Management District (SFWMD)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- Broward County Health Department (BCHD)
- City of Miramar (City)

The project is anticipated to have a duration of approximately 24 months. **Table ES.5** presents the anticipated project delivery schedule.

Table ES.5
City of Miramar East WTP Membrane Softening Facilities
Project Delivery Schedule

Activity	2014												2015												2016												2017											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Preliminary Design																																																
Biscayne Wellfield													Design-Permitting							Bid-Construction																												
Membrane Softening Facilities													Design-Permitting							Bid-Construction																												

Section 1.0
Introduction

This section describes the project background and purpose, defines the project scope, and provides other information associated with the addition of membrane softening treatment to the East Water Treatment Plant.

1.1 Project Background and Purpose

The City of Miramar East Water Treatment Plant (EWTP) is a lime softening facility which treats raw water from nine (9) Biscayne Aquifer production wells. The facility is located at 2600 SW 66th Terrace and has been in operation since the 1950s, with expansion modifications made during the 1960s. Though the plant is currently rated at 5.7 MGD, the average daily flow is closer to 4.0 MGD.

The City's West WTP currently employs membrane treatment and primarily serves the western sector of the City's common distribution and transmission system. As such, the City wishes to implement membrane treatment at the EWTP to standardize operation with the West WTP, provide flexibility in the distribution system, and increase treatment reliability. Additionally, implementation of membrane treatment at the EWTP will allow the City to improve finished water quality, maximize treatment capacity of the existing site and ultimately retire the facility's aging lime softening infrastructure. In order to maximize the utilization of existing facilities, the current Chemical building will be re-purposed and modified to accommodate the new membrane treatment process.

The existing site plan is provided in Drawing G-6 within **Appendix A**.

1.2 Project Scope

This report identifies the preliminary design and permitting requirements to construct the future membrane softening treatment facilities as an alternative to the existing lime softening facility. The report encompasses an evaluation of required water supply and water treatment facilities, permitting requirements, an order of magnitude project cost estimate and a preliminary project delivery schedule.

The primary focus of the report is an evaluation and description of the necessary treatment components to provide 6 MGD of finished water production utilizing membrane softening treatment, while maximizing the use of existing facilities. In addition, a raw water blending ratio of 5% is also possible, which could bring the plant capacity up to 6.3 MGD. The report also includes a description of necessary water supply facilities and system improvements.

Section 2.0
Raw Water Supply

This section provides a description of the existing wellfield infrastructure, raw water supply needs, raw water quality data, and considerations related to raw water supply for the proposed membrane softening facilities at the East WTP.

2.1 Existing Raw Water Supply

The City of Miramar's water supply consists of two water treatment plants and associated wellfields. The East WTP, which is a lime softening facility, pumps raw water from the Eastern Wellfield. The West WTP is a membrane softening facility which withdraws water from the West Wellfield. Raw water from the Biscayne aquifer is treated at both facilities and then pumped into a common distribution and transmission system. Additionally, the City began water supply augmentation using alternative water supply sources with the installation of Floridan Aquifer wells and brackish reverse osmosis treatment capacity at the West WTP in 2010.

Each wellfield and treatment facility is capable of operating independently but is designed, constructed, and operated as an integral part of the total system.

2.1.1 Eastern Wellfield Production Capacity

The Eastern Wellfield consists of five (5) onsite Wells E1-E5, located at or in the vicinity of the East WTP. These wells were constructed in 1955 along with the water treatment facility. Wells E6-E9 were constructed in 1963 and are located approximately 1,500 ft south of the WTP within the City of Miramar's original City Hall site (at Miramar Parkway and SW 67th Avenue). Aside from minor well maintenance, none of the wells have been rehabilitated or reconstructed since their inception. Review of available record documents and discussion with City staff indicates that existing well pump operating curves are not available. The wellfield locations and raw water transmission lines are illustrated in Drawing G-4 of **Appendix A**.

Wells E6-E9 convey raw water approximately 2,500 linear feet through a common 12-inch asbestos cement transmission line (north along Miramar Parkway and SW 66th Terrace) to the east side of the WTP, whereby raw water can either directly feed Precipitators 3 and 4 separately or blend with Well E1-E5 water at the head of the plant via control valves.

Table 2.1 summarizes wellfield design characteristics, as documented in the City of Miramar's Water Use Permit 06-00054-W. The City generally rotates operation of its wells and achieves its current raw water demand with 2-4 wells offline.

Table 2.1
Summary of Wellfield Characteristics (1)

Well Name	Year Drilled	Well Diameter (in)	Well Depth (ft)	Cased Depth (ft)	Screened Interval (ft bgs)	Design Pump Capacity (gpm)
ONSITE WELLS						
E1	1955	8	110	100	100-110	550
E2	1955	6	110	100	100-110	400
E3	1955	8	110	100	100-110	550
E4	1955	8	110	100	100-110	500
E5	1955	10	120	110	110-120	500
					Onsite Wells – Total Design Pump Capacity	***2,500 gpm***
OFFSITE WELLS						
E6	1963	12	110	100	100-110	1100
E7	1963	12	110	100	100-110	1100
E8	1963	8	110	100	100-110	800
E9	1963	8	110	100	100-110	450
					Offsite Wells – Total Design Pump Capacity	***3,450 gpm***
EAST WELLFIELD - TOTAL						
					Total East Wellfield Design Pump Capacity (gpm)	***5,950***
					(mgd)	***8.57***

Notes:

1. Wellfield Characteristics presented herein were obtained from SFWMD Water Use Permit 06-00054-W (dated November 2004).

As shown in **Table 2.1**, the total permitted pump capacity of the Eastern and Offsite Wellfields is 2,500 gpm and 3,450 gpm, respectively (SFWMD WUP 06-00054-W, 2004). However, the total raw water capacity realized at the head of the plant may be less, due to potential factors including well/pump age, transmission line capacity and head losses.

In June 2014, City staff placed Wells E1-E5 and Wells E6-E9 into operation simultaneously to examine feasible maximum flows transmitted to the WTP. **Table 2.2** presents the results of these preliminary tests and may provide a more representative measure of potential raw water supply limitations existing at the East WTP.

Table 2.2
Summary of Wellfield System Capacities

Well Name	Calibration Test Data, gpm (Performed 4/22/14) (1)	Combined Wells E1-5 Test, gpm (Performed 6/5/14) (2)	Combined Wells E6-9 Test, gpm (Performed 6/12/14) (2)	Total Raw Water Capacity (Assumed) (Based on Tests performed 6/5/14 & 6/12/14) (3)	Design Pump Capacity (gpm) (4)
ONSITE WELLS					
E1	464	268	0	268	550
E2	284	278	0	278	400
E3	405	400	442	400	550
E4	680	562	605	562	500
E5	660	355	547	355	500
Total gpm:	***2,493***	***1,863***	***1,594***	***1,863***	***2500***
Total mgd:	***3.59***	***2.68***	***2.30***	***2.68***	***3.60***
OFFSITE WELLS					
E6	918	0	473	473	1100
E7	1,144	1,106	920	920	1100
E8	414	0	144	144	800
E9	564	476	379	379	450
Total gpm:	***3,040***	***1,582***	***1,916***	***1,916***	***3,450***
Total mgd:	***4.38***	***2.28***	***2.76***	***2.76***	***4.97***
EAST WELLFIELD - TOTAL					
Total gpm:	***5,533***	***3,445***	***3,510***	***3,779 (estimated)***	***5,950***
Total mgd:	***7.97***	***4.96***	***5.05***	***5.44 (estimated)***	***8.57***

Notes:

1. Calibration Test Data was provided by East WTP staff on 5/27/14; calibration tests are completed on individual wells.

2. Preliminary raw water supply tests were performed by plant staff to estimate the amount of supply water available at the East WTP while running Wells E1-E5 and Wells E6-E9 simultaneously. Wells E6-E9 were run simultaneously on 6/5/14, with the observed available flow. Wells E1-E5 were run simultaneously on 6/12/14 with the observed available flow at the plant.

3. The City operates Wells E1-E5 and Wells E6-E9 through two separate transmission lines and WTP influent lines. Though all Wells (E1-E9) were not run simultaneously, combining results from both tests provides an estimate of the available raw water from all wells. With construction of a common transmission header and a combined plant influent location, actual raw water influent may be less than 5.44 mgd (estimated value).

4. City of Miramar Water Use Permit 06-00054-W (SFWMD, November 2004)

Preliminary testing, as indicated in **Table 2.2**, illustrates the potential raw water available from combined well operation. Though all Wells (E1-E9) have not been tested simultaneously to establish available raw water at the WTP, combining results from both tests may provide an estimate of the available raw water from all wells. With construction of a common transmission header and a combined plant influent location, actual raw water influent may be less than 5.44 mgd (estimated value).

2.1.2 Raw Water Quality

The existing East WTP wellfield and transmission system is upwards of 50 years old. Based on discussions with City staff, the East WTP supply wells have never been rehabilitated. Moreover, the existing pumps, well heads and associated transmission piping are at the end of their useful lives. In general, typical physical and biological characteristics of water from older wells and transmission piping are sometimes unfavorable for membrane treatment. These parameters include the following:

- Suspended solids
  - Sand
  - Silt
  - Iron particulates (oxides and sulfides)

- Colloidal material
  - Oxidized iron
  - Elemental sulfur
  - Clay
  - Silicates
  - Organics

- Biological activity
  - Non-coliform heterotrophic bacteria
  - Fungi

The main problems caused by these contaminants are rapid plugging of cartridge filters, fouling of membrane surfaces and blockage of membrane element flow passages. These contaminants can be largely removed by pretreatment so that they are not problematic for membrane softening, thereby adding to the capital cost, operation/maintenance and overall footprint of the membrane system. Unfortunately there is limited available historical data regarding the parameters listed above. Thus, it is recommended that additional raw water quality be analyzed in subsequent phases of design to have an improved understanding of the physical and biological characteristics of the existing or proposed water supply.

Standard Monthly Operational Report (MOR) data was compiled and examined for the period from June 2013 to May 2014 to establish raw and finished water quality characteristics. **Table 2.3** presents a summary of maximum, minimum, and average reported values. Graphical representation of the MOR data is included in **Appendix B**.

Table 2.3
Monthly Operational Report
Raw and Finished Water Quality (June 2013 – May 2014)

	Raw Water (1)			Finished Water		
Parameter	**Max**	**Min**	**Average**	**Max**	**Min**	**Average**
Flow (MGD)	4.6	3.2	3.8	4.4	3.1	3.6
Total Hardness (mg/L as $CaCO_3$) (2)	254	198	218	133	57	91
Calcium Hardness (mg/L as $CaCO_3$) (2)	240	180	207	117	9	82
Magnesium Hardness (mg/L as $CaCO_3$) (2)	40	4	12	88	3	9
pH (2)	7.7	7.0	7.3	8.7	7.4	8.4
Color (SCU)(2)	52	13	32	13	3	8
Iron (mg/L Fe)	1.0	0.4	0.8	0.1	0.03	0.07
Fluoride (mg/L F^-)	0.3	0.1	0.2	1.2	0.1	0.65
Chloride (mg/L Cl^-)	84	18	33	84	18	33
Chlorine (mg/L)	---	---	---	4.1	0.7	2.5
Turbidity (NTU) (3)	---	---	---	0.4	0	0.13
LSI	---	---	---	2.1	-0.6	0.01

Notes:

1. *Monthly Operating Report raw water quality data is representative of the plant influent, which is a blend of the East WTP wells in operation during the time period. The City generally rotates operation of its wells.*
2. *Statistical data for these parameters does not include zero values, which were present during September 2013.*
3. *Statistical turbidity data presented herein does not include negative values present on the Monthly Operational Reports.*

The City performed preliminary specialty sampling at various East WTP wells to collect raw water quality parameters related to membrane design and chemical pretreatment requirements (i.e. metals, sulfide, etc.). Raw Water sampling was conducted from March 2014 to May 2014. **Table 2.4** presents a summary of the results. The City also performed preliminary tests for the Silt Density Index (SDI) at Wells E5 and E6, to measure the fouling potential of the raw water in membrane systems (results summarized in **Table 2.5**). In conjunction with the standard Monthly Operational Report data, these parameters were used to develop the design raw water quality, preliminary design of the membrane treatment facilities and chemical pretreatment requirements.

Table 2.4
Preliminary Raw Water Quality Collected From East WTP Wells

Parameter	Sample Date	Well E1	Well E2	Well E3
Sodium (mg/L Na)	3/20/2014	26.3	12.2	38.6
Potassium (mg/L K)	3/20/2014	4.8	0.6	0.8
Calcium (mg/L Ca)	3/20/2014	250	300	290
Magnesium (mg/L Mg)	3/20/2014	40	40	20
Iron (µg/L Fe)	3/15/2014	528	172	2,030
Manganese (µg/L Mn)	3/15/2014	8.34	12.6	36.7
Barium (µg/L Ba)	3/15/2014	17.0	24.1	19.3
Strontium (µg/L Sr)	3/15/2014	0.46	0.64	0.37
Ammonia (mg/L NH_3)	3/14/2014	0.40	0.88	1.40
Alkalinity (mg/L as $CaCO_3$)	3/06/2014	195	355	221
Sulfate (mg/L SO_4^{2-})	3/19/2014	24.0	18.9	18.1
Chloride (mg/L Cl^-)	3/19/2014	36.4	30.7	28.5
Nitrate (mg/L NO_3^-)	3/19/2014	ND	ND	ND
Nitrite (mg/L NO_2^-)	3/19/2014	ND	ND	ND
Phosphate (mg/L PO_4^{3-})	3/19/2014	ND	ND	ND
Fluoride (mg/L F^-)	3/19/2014	0.16	0.16	0.17
Sulfide (mg/L H_2S)	3/5/2014	ND	ND	ND
Silica (mg/L SiO_2)	5/7/2014	4.0	6.6	6.9
TDS (mg/L)	3/13/2014	304	443	358
Turbidity (NTU)	3/5/2014	1.16	0.64	1.17
pH	4/2/2014	7.20	7.67	7.48
Temperature (°C)	3/5/2014	25.1	25	25.1
HPC (CFU/mL)	3/19/2014 & 3/25/2014	ND	ND	ND
ORP (mV)	3/5/2014	257	254	242
Iron, Dissolved (µg/L)	3/15/2014	315	45	972
Boron (mg/L)	5/7/2014	0.089	0.031	0.050

Table 2.5
Preliminary Raw Water Quality Collected From East WTP Wells - Silt Density Index

Test Date	Time (min)	Test Pressure (psi)	Volume (mL)	Temperature (°C)	SDI
WELL E5					
3/26/14	5 min	11.2	500	25	3.02
	10 min	11.2	500	25	2.24
	15 min	11.2	500	25	1.85
WELL E6					
3/26/14	5 min	19.6	500	25	2.30
	10 min	19.6	500	25	1.76
	15 min	19.6	500	25	1.54

2.2 Membrane Softened Finished Water & Raw Water Supply Requirements

The City has elected to upgrade the East WTP with addition of membrane softening treatment, which will improve finished water quality and overall treatment reliability, maximize treatment capacity of the existing site and allow ultimate decommissioning of the facility's aging lime softening infrastructure. **Table 2.6** presents a summary of the raw water required to implement 3 mgd (with initial blending of lime softened water), 6 mgd membrane softening treatment, and 6.3 mgd membrane softening with raw water blending. To implement membrane softening at 80% recovery and full plant capacity (6 mgd), the Biscayne Aquifer wellfield supply required is approximately 7.5 mgd (plus spare wells for redundancy).

Table 2.6
Summary of Raw Water Required

Membrane Permeate (mgd)	Percent Rlecovery (%)	Membrane Raw Water Supply (mgd)	Lime Softened Water [1] (mgd)	Total Finished Water (mgd)	Firm Raw Water Supply Required (mgd)	Minimum Raw Water Recom-mended with 20% Reliability
Intermediate Scenario – Blend of Membrane Softened Water & Lime Softened Water						
3.0	80	3.75	1.5	4.5	5.25	6.3
Buildout Scenario – Membrane Softening at Full Plant Capacity [2]						
6.0	80	7.5	0	6.0	7.5	9.0
Buildout Scenario – Membrane Softening at Full Plant Capacity with Raw Water Blending [3]						
6.3	80	7.8	0	6.3	7.8	9.4

Notes:

1. *Use of existing lime softened water for blending with membrane permeate water*
2. *City's preferred scenario based on evaluation of qualitative considerations, water supply limitations, and planning level budgetary construction cost estimates for both the 3 mgd and 6 mgd membrane, as detailed in Appendix B*
3. *Scenario considers potential raw water blending ratio of 5% (300,000 gpd). This alternative should be studied further during the detailed design phase.*

Based on the existing raw water availability summarized in Table 2.2, additional raw water capacity may be needed to obtain the firm raw water requirements established above. As part of this preliminary design report, multiple raw water supply augmentation alternatives were examined that included production capacity enhancement through well rehabilitation and pump improvements, wellhead improvements, transmission system maintenance/upgrades, and/or new production wells. **Appendix C** presents planning level budgetary construction cost estimates for both the 3 mgd and 6 mgd membrane permeate scenarios with the potential raw water supply augmentation that may be required. Qualitative considerations for each alternative were also examined in the analysis. For instance, well improvements to Wells E6-E9 may maximize the well capacity and respective raw water supply but will also increase flow conveyed through the existing 50-year old 12-inch transmission line at pipe velocities above recommended values. This will result in higher head losses on the transmission system, thereby requiring higher pumping pressures and increased energy demand. Based on the characteristics of the existing wells and transmission system, some of the following concerns with use of the existing transmission system to supply the proposed membrane softening system are outlined as follows:

- Aging infrastructure and decreased reliability

- Additional well pumping energy/capacity required
- Issues with old transmission system such as potential pipe separation due to increased flow and pressure required
- Well/ transmission system air intrusion
- Water quality concerns including but not limited to particles/sand, air intrusion and iron oxidation

Based on comparison of the qualitative considerations and estimated $/gpd for each alternative and overall concerns discussed in Section 2.1, the City decided to proceed with preliminary design of full plant conversion to 6 mgd membrane softening treatment and the installation of new production wells and raw water transmission system piping.

2.2.1 Permitted Biscayne Aquifer Withdrawal

The South Florida Water Management District (District) is the agency responsible for water use permitting in South Florida. As such, the District's rules, regulations and policies directly affect the planning activities of public water supply utilities, including the City of Miramar. The City is currently in the application process for water use permit modifications with the District. For the purpose of this preliminary design report, it is assumed that the City will obtain the necessary Biscayne Aquifer permitted raw water allocation for the proposed membrane softening facilities.

2.3 New East Water Treatment Plant Wellfield

As summarized in **Table 2.6**, implementation of 6-mgd membrane softening treatment (80% recovery) will require a firm raw water supply of 7.5 mgd. Based on a review of the existing wellfields, their capacity, age, and water quality, the City would prefer to achieve the necessary raw water supply with the installation of new production wells and new raw water transmission piping. Five (5) 2-mgd raw water wells are recommended for the operation of the new membrane plant based on available property, to minimize potential influence between wells, and provide flexibility/redundancy to plant operations. Drawing G-5 of **Appendix A** presents preliminary siting of five (5) new 2-mgd production wells and routing of new transmission piping (including one well for redundancy capacity). The location of the proposed wells has been selected based on discussions with the City regarding land availability, siting of existing wells, including the existing water treatment plant, the Miramar Multi-Service Complex, and a City park. It is recommended that some of the existing wells that are operational and in suitable conditions, shall be kept as potential backup capacity. Other wells that may be at the end of their useful life may be abandoned in place.

2.3.1 Raw Water Well Design and Construction

The proposed raw water supply well Nos. E10-E14 will withdraw water from the Biscayne aquifer and may be installed at similar depths as existing wells. The design of the new wells will utilize a cased section to a predetermined depth with an open hole configuration at the bottom to the maximum depth. A typical separation of 1,000 feet between raw water supply wells, based on Biscayne aquifer project experience, would be desirable to minimize the potential of influence; however, this will be dependent on land availability and overall wellfield configuration. The actual required separation between wells will be determined when sizing has been finalized, aquifer data is available and modeling/field tests are conducted. Casing design and installation should maximize the diameter to minimize aquifer drawdown and the influence between wells and the potential upconing which can lead to saltwater intrusion. Casing design will consider a 24-inch diameter and construction will utilize suitable materials for surficial aquifer supplies such as PVC or FRP. Final sitting of the wells should also consider land and space requirements for the wellhead facilities and raw water transmission piping, power supply availability, security, facility access, etc. Setbacks from pre-existing facilities such as on-site sewage collection, transmission, treatment and disposal systems, sanitary hazards and even stormwater retention and detention basins should be also considered.

A standard wellhead installation would be desirable to streamline design and construction. The wellhead design for the new wells should consider utilization of submersible vertical turbine pumps. 316 Stainless Steel is typically recommended for the pump, column piping and wellhead components, due to potential corrosion of the raw water supply. Other options available for column piping and wellhead components include cast iron, carbon steel, and ductile iron but these materials are more subject to corrosion even when appropriate coatings are used. PVC column piping is also available, but is typically limited to smaller well capacities. The wellhead configuration should be tailored to minimize air intrusion in the raw water transmission system including addition of in-line pump column foot valves. The wellhead will be equipped with a casing air release valve/vent and access for the level instrument cable. Discharge piping will include an air/vacuum valve, a pressure sustaining valve (check valve), a combination valve, a magnetic type flow meter (magmeter), a gate type isolation valve, and requisite pressure and level monitoring instruments. In addition, a tee downstream of the meter would be furnished for “blow-off” of water during well maintenance or well start-up during normal operation. Water blow-off typically lasts for a few minutes and water could be disposed on-site via a stormwater drain system. Pipe and fittings for the raw water transmission lines could be lined ductile iron, with other options available such as PVC or HDPE pipe. As standard design practice dictates, transition pieces will be provided to separate the dissimilar metals of the pump column and wellhead. Well electrical and instrumentation components will be housed in a Local Control Panel (LCP). Wells located off-site will be equipped with fencing or enclosure for security. **Table 2.7** summarizes the typical design criteria for the surficial aquifer wells. Drawing M-3 in

Appendix A shows a typical Biscayne Aquifer production well plan and section. Drawing I-3 in **Appendix A** shows a typical wellhead mechanical schematic.

Table 2.7
Proposed Raw Water Supply Wells – E10 to E14

Item	Unit	Value
Number of Wells	#	5
Casing Diameter	Inch	24
Casing Material	-	PVC or FRP
Well Design	-	Open hole
Well Depth	-	Similar to existing wells
Number of Pumps	#	5 (one per well)
Pump Type	-	Submersible Vertical Turbine
Design Point		
• Capacity	gpm	1400
• TDH	feet	160
Pump Horsepower	HP	100
Bowl Assembly Material	-	Stainless Steel
Column Material	-	Type 316 Stainless Steel
Transmission System Material	-	Lined DIP, PVC, HDPE

The wellfield transmission facilities should consider the installation of pig launching stations to facilitate transmission system maintenance in the future. Final selection of well pump capacity should also consider potential energy requirements, in the case additional pretreatment is required in the future. Discussion on pretreatment requirements is included in the following sections of this report.

Section 3.0
Existing East WTP Lime Softening Facilities

This section provides a brief description of the existing East WTP lime softening facilities. The City currently plans to decommission the lime softening treatment facilities once the membrane softening treatment facilities go into service. For this reason, only a limited description of the existing facility is included herein, for the purpose of general reference.

Specific options and recommendations for modifying or expanding certain unit processes for provision of the membrane softening treatment facilities at the East WTP are discussed in Section 4.0 of this report.

3.1 Existing Lime Softening Treatment Facilities

The existing lime softening treatment facilities at the East WTP will not be affected by the future membrane softening facilities. Furthermore, the existing lime softening treatment facilities will be decommissioned as part of a separate phase, once the membrane treatment facilities go into service. A brief description of the existing lime softening treatment facilities is included for completeness only.

The existing site plan is provided in Drawing G-6 within **Appendix A**.

The existing lime softening treatment facilities at the East WTP are briefly described as follows:

- Water Use Permit: East WTP withdrawal is limited to 3.186 mgd (1,163 MGY); Total Biscayne Aquifer withdrawal shared between East & West WTPs is limited to 11.56 mgd (4,218 MGY) by SFWMD (Permit No. 06-00054-W, dated 12/2010).
- Average Production: About 3-4 million gallons per day (MOR data, 2013-2014)
- Treatment Type: Lime softening, filtration, and disinfection followed by on-site storage and high service pumping to the distribution system.
- Date Constructed: The main process areas were constructed in the 1950s and 1960s. Ancillary facilities were constructed in phases between the 1970's and 2000's.

- Current Status: The existing lime softening treatment facility is currently operational. Portions of the lime softening facilities are at the end of their useful life.
- Future Status: The existing lime softening treatment facility would be decommissioned after the membrane softening treatment facilities go into service.

3.2 Treatment Process

The existing East WTP conventional lime softening system currently employs the use of granular quicklime with a lime storage silo, slaker and feed system to raise the pH and remove hardness of the groundwater in softening precipitators. These facilities were constructed in the 1950's and are nearing the end of their useful lives. After softening, the water is recarbonated with the addition of carbon dioxide to lower its pH and reduce its scale forming potential. The existing treatment process produces finished water with a slightly positive LSI at a pH of 8.5.

3.2.1 Post-Treatment and Disposal

Post-treatment at the East WTP consists of disinfection, transfer pumping, and post-treatment chemical addition.

After lime softening and filtration, filtered water flows directly into three clearwells, located partially below grade. The transfer pump station is located in center of the plant between the ground storage tank and the clearwell.

Post-treatment chemicals include chlorination (hypochlorite), anhydrous ammonia, fluorosilicic acid (fluoride), and recarbonation (CO_2 addition).

Lime sludge is processed by gravity thickening, on-site vacuum filtration, and off-site hauling.

3.2.2 Chemical Building

The existing chemical building will repurposed to house the membrane softening treatment system as described in Section 4.0 of this report.

3.2.3 Power Supply

The existing power supply and distribution system is near the capacity limit of approximately 1600 amps. This power will be needed to provide drinking water from the East WTP for the duration of construction and for startup and testing. The existing building is

also limited in available space. The proposed electrical supply is described in sections 4.0 of this report.

Section 4.0
New Membrane Softening Facilities

This section details the recommended upgrades to implement 6 mgd of membrane softening treatment capacity at the existing East WTP. This section includes recommended unit process capacities, building modifications, power supply facilities, and instrumentation and control system facilities. This section also presents a discussion of water quality requirements and treatment goals and projected water quality after chemical adjustment. An order of magnitude estimate of the capital cost associated with these recommendations is presented in Section 5.

Drawing G-3 in **Appendix A** provides a simplified process flow diagram of the existing East WTP facilities and the proposed facilities for the membrane softening treatment addition. Drawings I-4 through I-10 in **Appendix A** provide mechanic schematics of the different process units and facilities for the membrane softening treatment addition. The individual plant components and process units are discussed in the sections below.

Drawing G-7 in **Appendix A** depicts the proposed site plan after membrane softening treatment addition and prior to demolition of some of the existing lime softening facilities. Drawing G-8 in **Appendix A** depicts the projected build out site plan after demolition of some of the existing lime softening facilities. The build out site plan depicts the proposed area for construction of additional finished water storage capacity and new emergency generator facilities.

4.1 Flows

The proposed membrane softening system will require approximately 7.5 mgd of raw water based on an 80 percent permeate recovery rate to produce 6 mgd of finished water. Based on this recovery rate, permeate and concentrate flow will be 3 mgd and 0.75 mgd, respectively, from each membrane softening skid. At the current average day production of 4.0 MGD at the East WTP, 5.0 MGD of raw water would be needed and 1 MGD of concentrate would be generated.

4.2 Pretreatment

Membrane softening pretreatment will consist of sand removal, scale inhibitor addition and cartridge filtration. A new scale inhibitor system and new cartridge filter vessels are recommended, as described below.

4.2.1 Sand Removal

As discussed in Section 2, the presence of sand in the raw water supply can contribute to rapid plugging of cartridge filters, fouling of membrane surfaces and blockage of membrane element flow passages. As such, sand removal is recommended for the new membrane softening facility. Different alternatives for sand removal include sand strainers with backwash capabilities and hydro cyclones. An order of magnitude cost estimate for a sand separation system has been included in the cost estimate presented in **Appendix C.**

4.2.2 Sulfuric Acid Addition

It is anticipated that acidification of the raw water feeding the membrane softening skids may not be required. However, the necessity of acidification should be evaluated further during detailed design. Space may be available for sulfuric acid storage at the membrane/chemical building, if required. An order of magnitude cost estimate for the sulfuric acid system has been included in the cost estimate presented in **Appendix C.**

4.2.3 Scale Inhibitor Addition

Based on preliminary raw water characterization and membrane projections, the recommended scale inhibitor should be added to the raw water at a dose of approximately 2.5 mg/L to prevent scaling of the proposed membrane softening elements. Higher dosages may be recommended by the product manufacturer. Since the projected average daily usage of scale inhibitor chemical is less than 17 gallons per day, it is recommended that the proposed scale inhibitor system consist of one bulk storage tank and two (2) metering pumps. Chemical totes could be stored and used to fill the bulk storage tank. **Table 4.1** summarizes the recommended scale inhibitor system design criteria. Drawing M-4 in **Appendix A** depicts the layout of the scale inhibitor system.

Table 4.1
Scale Inhibitor System Design Criteria

Chemical	
Product Name	AWC A-102 PLUS [1]
Form	Solution (100%)
Density	9.6 lbs/gal
Application Point	Raw/Feed Water
Flow Summary (Raw/Feed Water)	
Firm Raw Water Capacity	7.5 mgd
Dosage (as product)	
Average Day	2.5 mg/L
Maximum Day	4.0 mg/L
Feed Rates (gpd)	**7.5 mgd**
Average Day	16.4
Maximum Day	26.2
Feed Rates (gph)	**7.5 mgd**
Average Day	0.7
Maximum Day	1.09
Storage	
Bulk Storage	FRP Bulk Tank
Capacity	1 tank @ 1000 gal
Number of Days Supply	~30 days
Metering Pumps	
Type	Variable speed and stroke diaphragm
Number of Future Pump Units and Capacity	2 pumps @ 2 gph each

Note:

1. *Current antiscalant used at the Miramar West Reverse Osmosis Water Treatment Plant from American Water Chemicals.*

4.2.4 Cartridge Filtration

The proposed membrane softening system will require its own dedicated cartridge filtration system. It is recommended that a minimum of two cartridge filter vessels be added (one per skid), each with a treatment capacity of 4.05 mgd to account for raw water blending. The proposed cartridge filtration housings will be sized to accommodate a maximum filtration rate of approximately 4.0 gpm per 10-inch cartridge filter element. At this filtration rate, each housing will contain 176 individual 40-inch cartridges.

4.3 Membrane Process

The proposed membrane softening treatment system will be replacing the existing lime softening process system. The City selected that the proposed membrane process consist of two, 2-stage membrane softening treatment units, each capable of producing 3 mgd of permeate for a total permeate capacity of 6 mgd. The membrane softening treatment units will be designed with the flexibility to reduce or expand the treatment capacity, if needed. Based on their experience at the West WTP, the City has targeted a membrane system recovery of 80% for the initial operation.. Membrane skids equipped with 8-inch spiral wound, polyamide thin-film composite material membrane elements are recommended. Based on the selected system recovery of 80%, and a recommended flux of 15 gallon per foot per day (gfd), a skid configuration with 72 pressure vessels (48 pressure vessels on the first stage, and 24 pressure vessels in the second stage) is recommended. The preliminary skid arrangement would be nine (9) vessels wide, by eight (8) vessels tall. The pressure vessels in both stages will be designed to house seven elements each. Each skid will occupy an area of approximately 13 feet by 25 feet in size (325 square feet), plus additional allowances for membrane feed pumps, control panel, instrument panel and sample panel.

Based on the train design configuration using a 2:1 array ratio, first stage permeate throttling is recommended to balance the flux in the stages. The selected configuration, piping, and feed pump sizing provides flexibility to increase system recovery to 85%, with limited modifications to the skid control system. Higher recoveries, over 80%, may result in an increased rate of fouling, requiring scale inhibitor adjustments or potential raw water acidification.

The preliminary skid arrangement of eight (8) vessels tall leaves space that will allow a future third stage to be constructed. A third stage will allow higher recoveries (up to 92%, may be possible) that could reduce the volume of raw water and concentrate generated. Addition of a third stage will require addition of inter-stage pumping to increase the feed pressure of the third stage, and will also require pH adjustment of the third stage feed water to prevent scaling.. Additional isolation and control valves, and modifications for addition of cleaning connections and piping, will also be needed. The addition of a third stage could require continuous operation of the train to minimize fouling and bacterial growth in the third stage elements. Modifications to the feed pump size are not expected with a higher recovery system due to the addition of inter-stage pumping. Modifications to the instrumentation and control system of the membrane skid will also be required with the addition of a third stage. Drawing M-1 of **Appendix A** presents the proposed membrane area plan. Drawing M-2 of **Appendix A** illustrates typical preliminary plan and profile views of the proposed membrane softening skids.

4.3.1 Membrane Softening Equipment

To assist in the development of design criteria and expected operating conditions, the Reverse Osmosis System Analysis (ROSA) software developed by Dow Filmtec was used to assess membrane performance. Use of this software does not imply specific endorsement or preference for this membrane, however the City has been using Dow Filmtec Membranes at the West Water Treatment Plant.

Raw water quality data from existing Biscayne wells was used as the basis for membrane projections. This raw water quality data was obtained from MORs and well test data supplied by the City. The model projections were performed using the target recovery rate of 80 percent and the target average flux rate of approximately 15 gallons per day per square foot (gfd) of membrane area. An array configuration using Dow Filmtec NF90-400 elements was modeled based on the high rejection of iron and other contaminants. The results of the membrane skid modeling is summarized in **Table 4.2** and **Table 4.3**. The presented data are not optimized, but provide a relatively accurate description of expected design, operational, and water quality conditions. Additional data is included in **Appendix D**.

Table 4.2
Membrane Softening Skid Modeling Parameters

Description	Dow Filmtec
Membrane Element Model Number	DOW FILMTEC™ NF90-400
Membrane Surface Area per Element (sq.ft.)	400
Elements per Pressure Vessel (#)	7
1st Stage Pressure Vessels (#)	48
2nd Stage Pressure Vessels (#)	24
1st Stage Elements Total (#)	336
2nd Stage Elements Total (#)	168
Total Membrane Elements (#)	504
Average Flux Rate (gfd)	15
Calculated Design Feed Pressure (psi)[1]	95
Permeate Recovery Rate (%)	80
Fouling Factor	0.85 (3 years)
pH Adjustment	None (TBD)

Note:

1. Includes 25 psi of first stage backpressure and 15 psi total permeate backpressure

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Table 4.3
Projected Membrane Softening Feed, Permeate and Concentrate Water Quality

Parameter	Raw Water Quality[1]	Permeate Water Quality	Concentrate Water Quality
TDS (mg/L)	411	32.3	1,920
Calcium (mg/L)	85	5.48	404
Magnesium (mg/L)	4.0	0.3	19.0
Calcium Hardness (mg/L as $CaCO_3$)	213	13.7	1,010
Total Hardness (mg/L as $CaCO_3$)	229	14.8	1,088
Sodium (mg/L)	17	2.8	75
Barium (mg/L)	0.02	0.0	0.10
Strontium (mg/L)	0.0	0.0	0.0
Ammonium (mg/L)	1.0	0.3	3.8
Bicarbonate (mg/L)	240	17.5	1,119
Sulfate (mg/L)	22	0.5	109
Chloride (mg/L)	35	4.9	155
Fluoride (mg/L)	0.25	0.05	1.05
Total Alkalinity (mg/L as $CaCO_3$)	197	14.3	930
Iron	1.5	0.05	7.5
pH	7.20	6.13	7.73
LSI	-0.11	-3.30	1.75

Notes:

1. *Based on preliminary sampling of various East WTP wells, and data collected from Monthly Operational Reports.*

4.3.2 Feedwater Pumping

Dedicated new vertical turbine (or split case horizontal) feed pumps are recommended for each proposed membrane skid. Piping interconnections can be provide to increase the system flexibility. Vertical turbine pumps typically require less footprint as compared to other pumps, but need installation of an underground can. Stainless steel pump construction is typically recommended, in particular if raw water acidification may be needed.

Preliminary membrane projections indicate that a feed pressure of up to 95 psig may be required to achieve 80 percent permeate water recovery with 3-year old membranes. With the projected raw water quality and an assumed pump suction pressure of 30 psig, the design capacity of each membrane feed pump will initially need to be 2,600 gpm at a total

dynamic head of approximately 150 feet with an equivalent brake pump power requirement of roughly 150 horsepower. The feed pump motor size recommended to incorporate a potential 85% recovery rate, and a 30% pump size increase for flux decline, is a 250 horsepower. The motors will be designed to be operated using variable frequency drives so that feed conditions can be adapted to 80% or 85% recovery. The pumps, motors, and drives will also be designed to achieve 85% recovery conditions. **Table 4.4** summarizes the recommended membrane feed pump system design criteria.

Table 4.4
Membrane Feed Pump System

Parameter	Value
Type	Dedicated multi-stage vertical turbine pump per skid
Number of pumps	2
Raw water feed per skid	3.75 mgd
Capacity per feed pump	2,600 gpm
Membrane feed pressure [1]	95 psi
Minimum available pump suction pressure	30 psi
TDH	150 ft
Brake horsepower (at 75% efficiency)	150
Motor horsepower (at 90% efficiency) [2]	250
Total connected horsepower	500

Note:

1. Includes 25 psi of first stage backpressure and 15 psi total permeate backpressure

2. Accommodates a 80% or 85% recovery, and a 30% membrane flux decline

3. Feed pumps will be equipped with variable frequency drives

4.3.3 Membrane Cleaning and Flushing System

The membrane softening skids will be divided into three zones or sections for cleaning; Stage 1A, Stage 1B, and Stage 2. The cleaning and flushing system will be sized to accommodate cleaning of each section of the membrane softening skids. The cleaning and flushing system will be comprised of the following major elements:

- One 5,000 gallon Cleaning Tank
- One 5,000 gallon Flushing Tank
- One 1,050 gpm @ 90 feet TDH, 40 HP, 460V, 60 HZ Cleaning Pump
- One 24-inch vertical Cartridge Filter vessel with 52 elements

The cleaning system will be also equipped with all the necessary level, pressure and flow instrumentation for a complete operational system. The cleaning system will also include an immersion heater for the cleaning tank to provide flexibility for heating the cleaning solutions. Cleaning and flushing piping construction can typically use PVC or CPVC or an alternative piping material that can resist a pH as low as 2 or as high as 12. Ultimate disposal will be accomplished by draining the cleaning tank solution to the sanitary sewer.

During skid shutdown the flushing tank will be used to supply the feed pumps for the shut-down flushing sequence by utilizing automated valves.

4.4 Raw Water, Permeate and Concentrate Conveyance

New raw water, permeate and concentrate water pipelines will be needed to convey water to/from the future membrane softening skids as described below. Drawing C-1 in **Appendix A** shows miscellaneous raw water, permeate and concentrate yard piping plan upgrades.

4.4.1 Raw Water Transmission

A new raw water pipeline (inside the East WTP site) is required to convey water from a future wellfield raw water main to a potential sand removal system and to the membrane cartridge filters. Epoxy lined ductile iron pipe is recommended for the raw water transmission main connecting to the sand removal system. Stainless steel piping is normally used downstream of the sand separator and chemical injection points to convey conditioned water to the membrane treatment units. This is important in particular if raw water acidification may be needed for plant operation. It is recommended that the raw water pipeline enter the East WTP site through the north access gate and be routed to the membrane building. An interconnect with the raw water transmission piping of the old wells could be provided for redundancy. A pig retrieval station is recommended for maintenance of the wellfield raw water transmission system. Furthermore, it should be considered to provide pipe fittings and isolation valves on the raw water transmission piping for potential installation of additional pre-treatment (i.e. pressure filters), if required in the future.

4.4.2 Permeate Piping

A new membrane permeate pipeline is recommended to convey finished water to the above ground storage tank. Pipe material should be ductile iron with a ceramic-epoxy liner, stainless steel or potentially HDPE. It is recommended that the proposed pipe be routed directly from the membrane building to the existing ground storage tank. Static mixers and chemical injection points will be installed on the piping at specific locations to provide the ability for post-treatment chemical addition and to provide necessary mixing and contact time. Drain connections and other features should be consider to provide flexibility for cleaning and draining sediments that may be formed on the pipeline. The

permeate water will be stabilized after chemical post-treatment prior to final storage to prevent potential corrosion on downstream facilities.

4.4.3 Concentrate Disposal

The proposed membrane softening treatment system will have a concentrate flow of roughly 1.5 mgd with significant residual pressure (approximately 55 psi). Several different concentrate disposal options were identified and evaluated for the preliminary design, including the following:

- Disposal to the City's sanitary system, with repumping to the WWRF by the Master Pump Station or new lift station.
- Disposal to a new onsite deep injection well at or near the East WTP
- Direct conveyance to the Miramar Reclamation Facility (WWRF), and blending with the raw wastewater or reclaimed water.
- Conveyance to the Miramar West WTP Deep Injection Well (likely requires uprating of existing deep wells)
- Conveyance to the City of Hollywood Wastewater System through the Miramar's existing force main infrastructure, and usage of the City's 1.5 MGD of reserved capacity in the City of Hollywood's Wastewater System.
- Conveyance to a surface water body, such as the C-9 canal (permitting extremely unlikely)

The preliminary option that was determined to be most feasible is disposal to the City's sanitary system. This option would likely have the least initial capital cost, and would likely be able to be constructed within the timeframe of the overall process enhancement project. However, the City should consider the following before committing to this option.

- Discharge to the City's wastewater system will consume reserved capacity for future development. This may require an uprating or expansion of the WWRF, or use of Miramar's reserved capacity in the Hollywood Wastewater System.
- The water quality impacts (salinity, scaling, and organic loading) on the wastewater collection and treatment systems.
- Hydraulic impacts to the collection system from a constant concentrate flow, particularly during daily peak flows and wet weather events.
- The increase in O&M costs associated with conveyance and treatment of concentrate

- Based on recent similar membrane projects in Broward County, concentrate disposal to a sanitary sewer pump station will most likely require an air gap.

At this stage, the City's preferred method of discharge is to the City's Master Pump Station (MPS) located along Miramar Parkway, just East of the Florida Turnpike. However, the suitability of this station to dispose of additional concentrate flows has not yet been evaluated. Potential capacity limitations of the City's receiving Master lift station (existing) should be considered by the City. This configuration will accommodate air gap requirements. Backflow preventers can also be installed at the concentrate piping leaving the plant for additional backflow prevention redundancy.

Alternatively, the concentrate may be routed to an off-site gravity sewer manhole, as part of the as part of the Historic Infrastructure Improvements Phase III Sanitary Sewer Improvements project, currently under design by others. The collection system in this area would need to be sized to accommodate the maximum concentrate flows and designed to convey the water to a new downstream pump station and forcemain. This alternative may provide some small amount of concentrate storage in the gravity system, however the new lift station would likely be discharged to the MPS. This configuration will also incorporate an air gap at the discharge manhole. However, backflow preventers can be also installed at the concentrate piping leaving the plant for additional backflow prevention redundancy.

To address emergency/equalization storage, one potential option involves the construction of an onsite lift station that would discharge to the City's collection system. This option would provide concentrate storage and allow for control of loads to the sanitary sewer system during peak flow events. This could be accomplished via the conversion of the existing East WTP clear well into a wet well, and the construction of an adjacent dry well for the installation of dry pit pumping units. The existing clearwell has a usable volume of approximately 220,000 gallons, which would provide approximately 4 hours of storage when the plant is producing 6 mgd of finished water at 80% recovery.

It should be noted that this alternative must be implemented after the new EWTP is online, and the existing clear well is no longer in use. Otherwise, a new wetwell would need to be constructed. As a result, all concentrate disposal will be by direct discharge to the City's Master Lift Station until the construction of the onsite lift station is complete.

The disposal of concentrate to the City's sanitary sewer system could potentially impact the treatment process at the Miramar WWRF. The reclamation facility receives minimum and average daily flows of approximately 3 and 9.8 mgd, respectively. Addition of the East WTP's concentrate stream of 1.5 mgd with the minimum daily flow was examined as the worst case scenario representing the lowest dilution scenario. The concentrations of the total plant flow with the addition of concentrate for various scenarios is presented in **Table 4.5**.

Table 4.5
Predicted Daily Average Plant Influent Concentrations Under Various Scenarios

Parameter	WWTP Influent	Design Concentrate Concentration / Value	Current Minimum Daily Flow + Conc. Flow (3.0+1.5 mgd) Concentration	Current Average Daily Flow + Conc. Flow (9.8+1.5 mgd) Concentration
NH4 (mg/L)	23.05	3.85	16.65	20.50
K (mg/L)	-	4.31	Not Calculated	Not Calculated
Na (mg/L)	19.57	75.28	38.14	26.96
Mg (mg/L)	2.42	18.96	7.93	4.61
Ca (mg/L)	36.07	403.23	158.46	84.80
Sr (mg/L)	0.00	0.00	0.00	0.00
Ba (mg/L)	0.00	0.09	0.03	0.01
CO_3 (mg/L)	0.00	7.45	2.48	0.98
HCO_3 (mg/L)	75.00	1118.50	422.83	213.52
NO_3 (mg/L)	0.00	0.00	0.00	0.00
Cl (mg/L)	57.91	155.60	90.47	70.87
F (mg/L)	0.02	1.06	0.37	0.16
SO_4 (mg/L)	99.85	108.05	102.58	100.94
SiO_2 (mg/L)	0.00	23.20	7.73	3.08
Boron (mg/L)	-	0.00	Not Calculated	Not Calculated
CO_2 (mg/L)	0.00	22.88	7.63	3.03
TDS (mg/L)	250.07	1919.58	806.58	471.68
pH	7.0	7.73	7.24	7.09
LSI	-1.3	1.75	0.34	-0.29

Note:

1. *LSI Calculations carried out assuming 25°C WWTP Influent Temperature*
2. *Raw WWTP Influent values are approximated*
3. *LSI values were projected based on water quality data, and should be confirmed via bench scale tests.*

Hazen and Sawyer recently completed a study for the Sunrise Springtree Wastewater Treatment Plant which evaluated the same issue. Many of the conclusions developed in that study are applicable to the City of Miramar East Water Treatment Plant.

The main areas of concern associated with concentrate blending at the Miramar WWRF include:

- Plant biological performance

- Precipitation Potential
- Concrete and metal corrosion

It was found that typically only very high chloride concentrations would cause biological inhibition. For example, chloride concentrations greater than 8,000 mg/L would typically inhibit nitrification. Reduction in BOD degradation is not expected below 5,000 mg/L. Based on the predicted sodium concentration in the concentrate, the NaCl concentration in the plant flow should not exceed 200 mg/l. As such, it is not expected that the NaCl concentration would reduce nitrification significantly.

Precipitation of calcium carbonate or sulfate based compounds is possible near the introduction of the concentrate. Proper mixing with the influent will help to prevent scaling in the area of the concentrate introduction. Bench scale studies have shown that the effluent TSS concentration can increase when sodium concentrations are elevated. The sodium concentrations in the East WTP concentrate are projected to be relatively low. Concentrations greater than 1,000 mg/L are not expected with minimum day flow conditions, and as a result significant inhibition is not anticipated. It is recommended that the nitrification, BOD removal and secondary effluent TSS be monitored for signs of plant upset. If the treatment performance is affected, the membrane skids could be shut down during low flows at night. During that time, raw water could be bypassed to the WWTP, if deemed beneficial.

A final area of concern with the addition of concentrate is concrete and metal corrosion. Due to elevated chloride concentrations, metal corrosion is possible. Nearby gates or equipment should be periodically inspected for evidence of corrosion. Sulfate levels in the concentrate are comparable to those in the wastewater plant influent. As such, indirect corrosion due to sulfate is not anticipated. Similar concerns may be expected at upstream sewage conveying facilities.

Overall, the routing of East WTP concentrate to the Miramar WWRF is not expected to have a major impact on plant performance. This alternative is the most viable from a technical and financial perspective, and should be studied further during detailed design.

As with any concentrate disposal alternative, regulatory approval will greatly impact feasibility, and the current proposed plan has not yet been formally discussed with any regulatory agency.

4.4.3.1 Membrane Bypass Disposal

Disposal of membrane bypass water is also necessary during start-up of the first membrane softening skid during normal operation; it is recommended that membrane bypass

water is conveyed to the proposed concentrate pipeline for discharge to the City's gravity sanitary sewer. This process usually has a duration of 10-15 minutes during skid startup.

4.4.3.2 Disposal during Startup & Testing Procedures

During initial startup and testing of the membrane softening facilities, permeate and concentrate water will require disposal. Potential alternatives to handle overall skid flows during testing and startup include routing of permeate and concentrate flow via the concentrate force main to the master lift station, or routing permeate to the head of the existing lime plant via temporary piping and routing of concentrate to the master lift station.

Due to limited available pumping capacity at the master lift station, the option of routing overall skid flows (3.75 MGD) to the lift station is not recommended. The preferred option involves the installation of temporary piping to route permeate flow to the head of the existing lime softening plant during testing and startup. The lime softening plant would treat the water as necessary prior to distribution. The concentrate flow (0.75 MGD) would be routed to the master lift station via force main.

4.5 Finished Water Quality Requirements and Treatment Goals

The existing East WTP (lime softening system) produces finished water with a slightly positive LSI at a target pH of 8.5. After the implementation of membrane softening, the permeate water will require post treatment/stabilization to maintain current finished water goals. Additionally, the finished water from the East WTP will ultimately blend in the distribution system with finished water from the West WTP. The use of lime softening in Miramar over a number of years has likely created a calcium-based coating on the distribution system piping. This coating should be left intact after the membrane processes are in operation at the East WTP to avoid corrosion of distribution system piping and delivery of turbid or highly colored water through proper stabilization of the finished water. Recarbonation and the addition of hydrated lime is recommended to add calcium and alkalinity while ensuring that the finished water produced at the East WTP is stabilized and similar to the water currently being distributed to the City's customers. The analysis in the subsequent sections have considered this approach. Alternatively, there is a potential option to add calcium and alkalinity to the finished water via a side stream blend of permeate water and filtered raw water to achieve finished water goals. This option will likely be limited by parameters such as color and iron. It is assumed that a raw water blend of 5% of the rated plant capacity (300,000 gpd) can be used without exceeding the standards for color and iron. This alternative should be studied further during detailed design.

The analysis presented herein has taken into account both this concern and drinking water standards currently in effect. Some finished water quality goals for the East WTP after the transition to membrane softening treatment are provided in **Table 4.6**.

Table 4.6
City of Miramar Finished Water Quality Goals

Parameter	Goal Target	Criteria
pH	8.0-8.5	City/ Regulatory
Color	< 4 standard color units	City
Total Dissolved Solids	< 500 mg/L	Regulatory
Chloride	< 250 mg/L	Regulatory
Sulfate	< 250 mg/L	Regulatory
Fluoride	0.7 – 1.0 mg/L	Regulatory
Turbidity	<0.3 NTU	City/Regulatory
Iron	< 0.1 mg/L	City/ Regulatory
Free Chlorine	1.5 – 2.5 mg/L	Disinfectant Residual
Phosphate	TBD	Corrosion Control
Calcium Hardness	40-60 mg/L as $CaCO_3$	Stabilization
Alkalinity	40-60 mg/L as $CaCO_3$	Stabilization
LSI [1]	0.1 – 0.4	Stabilization
CCPP [2]	2 – 5 mg/L	Stabilization

Note:

1. *Langelier Saturation Index*
2. *Calcium Carbonate Precipitation Potential*

4.6 Finished Water Quality and Chemical Adjustment

A permeate water quality projection for the proposed membrane softening process was developed using software available from membrane system manufacturers. Projected water quality of the membrane softening treatment permeate is presented in **Table 4.7**. Additional information regarding water quality projections and design raw water quality is presented in **Appendix D**.

Table 4.7
Projected Permeate Water Quality

Permeate Water Composition	Membrane Permeate[1]
TDS (mg/L)	32.31
Calcium (mg/L)	5.48
Magnesium (mg/L)	0.26
Calcium Hardness (mg/L as $CaCO_3$)	13.7

Table 4.7
Projected Permeate Water Quality

Permeate Water Composition	Membrane Permeate[1]
Total Hardness (mg/L as $CaCO_3$)	14.76
Sodium (mg/L)	2.76
Barium (mg/L)	0.0
Strontium (mg/L)	0.0
Ammonium (mg/L)	0.30
Bicarbonate (mg/L)	17.47
Sulfate (mg/L)	0.50
Chloride (mg/L)	4.87
Fluoride (mg/L)	0.05
Total Alkalinity (mg/L as $CaCO_3$)	14.32
Iron	0.05
pH	6.13
LSI	-3.30

Notes:

1. FILMTEC ROSA membrane projections.

As mentioned before, after the implementation of membrane softening at the East WTP, modifications to the existing post-treatment processes as well as the addition of new post-treatment processes may be required to meet some of the finished water quality goals (i.e., calcium hardness, alkalinity). Recarbonation (CO_2 addition) followed by hydrated lime ($Ca(OH)_2$) could be utilized to increase the calcium hardness and alkalinity of the finished water, while controlling pH. Sodium hydroxide could additionally be added for final pH adjustment and to maintain adequate values of LSI. The City will evaluate this issue further to determine the preferred stabilization approach.

Projected water quality assuming complete transition/implementation to membrane softening treatment (6 mgd) was used to develop post treatment requirements. Post-treatment bulk chemical dosage requirements are presented in **Table 4.8**. **Table 4.9** shows the projected finished water quality after chemical adjustment.

Table 4.8
Post Treatment Bulk Chemical Dosage Requirements

100% CO_2 (mg/L) – Post-Treatment	10
100% $Ca(OH)_2$ (mg/L) – Post-Treatment	25

100% NaOCl (mg/L) – Post Treatment	4.0
100% H_2SiF_6 (mg/L) – Post-Treatment	1.0
100% NaOH (mg/L) – Post-Treatment	To be determined
100% Corrosion Inhibitor (mg/L) – Post-Treatment	To be determined

Table 4.9
Projected Finished Water Quality after Chemical Adjustment

Flow Rate	
NF Permeate (mgd)	6
Finished Water Composition	
Total Hardness (mg/L $CaCO_3$)	50
Total Alkalinity (mg/L $CaCO_3$)	50
Calcium (mg/L Ca)	20
Magnesium (mg/L Mg)	0.3
Sodium (mg/L Na)	3
Barium (mg/L Ba)	0
Strontium (mg/L Sr)	0
Ammonium (mg/L NH_4)	0.3
Chloride (mg/L Cl)	5.2
Sulfate (mg/L SO_4)	0.54
Fluoride (mg/L F)	0.05
Bicarbonate (mg/L HCO_3)	61
Carbonate (mg/L CO_3)	0
Iron (mg/L Fe)	0.05
Carbon Dioxide (mg/L CO_2)	0
Silica (mg/L SiO_2)	0.5
Sulfide (mg/L H_2S)	0
Total Organic Carbon (mg/L TOC)	<1
Color SCU	0
TDS (mg/L)	90
pH	8.3
LSI	0.24
CCPP	1.13

The projected finished water quality, after chemical adjustment, was then compared to water quality goals previously developed to ensure the design can closely match those

finished water quality parameters of concern. Water quality projections show that the target water quality goals can be achieved after chemical post-treatment.

4.7 Post-Treatment Chemical System Design

The implementation of membrane softening at the East WTP may require remineralization of the extremely soft permeate, which can be achieved via lime addition and recarbonation to increase calcium and alkalinity while controlling pH. Hydrated lime can be utilized for post-treatment stabilization, in conjunction with the existing recarbonation system. Recommended upgrades to existing chemical systems and the proposed hydrated lime system are discussed below.

4.7.1 Recarbonation

Recarbonation followed by hydrated lime addition is recommended to increase the calcium hardness and alkalinity of the finished water. Reuse and integration of the existing recarbonation system is recommended after the lime softening facilities are decommissioned. The existing system is located in close proximity to the proposed treatment facilities and includes one carbonic acid feed panel and one liquid carbon dioxide storage receiver vessel. It is expected that the existing recarbonation system will be adequate for the new treatment facilities. **Table 4.10** summarizes the recommended recarbonation system preliminary criteria.

Table 4.10
Recarbonation System Preliminary Criteria

Description	Value
Design Average Day Flow	6 mgd
CO_2 Average Dose Rate	10 mg/L
Application Point	Pipeline injection
Liquid CO_2 Storage Receiver Vessels	
Days of Storage	30 days
Required Volume	15,000 lbs
Number of Vessels	1
Volume per Vessel	15,000 lbs
Carbonic Acid Feed Panels	
Number Required	1 dedicated, 1 backup
Carrier Water Required	
Average Flow Required	160 gpm
Pressure Required	55 psi

It is recommended that the existing dilution panel be retrofitted and a second dilution panel be added as a standby unit for redundancy.

4.7.2 Chemical pH Adjustment

As mentioned previously, the sity is evaluating different chemical alternatives for pH adjustment of the permeate. Due to the age of the lime storage and feed system and recent issues experienced with the existing equipment, the City is currently investigating alternative short and longterm lime addition options until the East WTP is fully converted to a membrane softening facility. One such option is installing a new hydrated lime system to replace the aging quicklime slaker/slurry feed system. Should the City install a hydrated lime system for their existing lime softening system, this hydrated lime system can be repurposed for stabilization of membrane softened water with minor modifications.

Table 4.11 summarizes the design criteria for a new package hydrated lime system, with sizing requirements assuming:

- Short-term replacement of the City's aging quicklime silo/slaker system
- Membrane softening post-treatment stabilization

The proposed package hydrated lime system will include bulk storage of hydrated lime; a holding/mixing tank to produce 10 percent hydrated lime slurry, and a dedicated feed system.

Table 4.11
Hydrated Lime Package System Design Criteria

Description	Value
Short-term Lime Softening System Implementation	
Design Average Day Flow	4 mgd
Application Points	Precipitators 1 - 4
CaO Average Dose Rate as 100 Percent CaO	100 mg/L (1)
Purity of CaO	90%
Daily Consumption as CaO	3,700 ppd (1)
Daily Consumption as 10 Percent $Ca(OH)_2$ Slurry	5,500 gpd
Storage Type	Carbon Steel Storage Silo
Days of Storage	10 days
Required Storage Volume	50,000 lbs
Storage per Silo	50,000 lbs
Feed Pump Type	Horizontal Centrifugal
Number of Feed Pumps	4
Capacity, each	60 gph
Membrane Softening Post-Treatment/ Stabilization	

Table 4.11
Hydrated Lime Package System Design Criteria

Description	Value
Design Average Day Flow	6 mgd
Application Point	Permeate pipeline
$Ca(OH)_2$ Average Dose Rate as 100 Percent $Ca(OH)_2$	25 mg/L
Purity of Hydrated Lime	95%
Daily Consumption as $Ca(OH)_2$	1,320 ppd
Daily Consumption as 10 Percent $Ca(OH)_2$ Slurry	1,480 gpd
Storage Type	Carbon Steel Storage Silo
Days of Storage	37 days
Required Storage Volume	50,000 lbs
Storage per Silo	50,000 lbs
Feed Pump Type	Horizontal Centrifugal
Number of Feed Pumps	1
Capacity, each	62 gph
Lime Silo Tank Dimensions	
Silo Diameter	12 ft
Overall Height	30 ft

Notes:

1. *Current lime dosage obtained from Monthly Operating Reports (2013-2014).*

As described above, alkalinity can be increased by the addition of carbon dioxide and hydrated lime (via re-purposed storage and feed systems). Sodium hydroxide may also be considered for final pH adjustment. This will be investigated further during detailed design, and the final stabilization approach will be selected by the City of Miramar.

4.7.3 Sodium Hypochlorite

Sodium hypochlorite is currently injected at the existing clearwell for disinfection after lime softening and filtration. The City houses their existing sodium hypochlorite storage and feed system in the chemical building, which will be re-purposed to house the new membrane softening system as well. Recent issues with the existing sodium hypochlorite storage tanks has prompted the City to replace their bulk storage and day tanks. **Table 4.12** summarizes the capacities of the planned replacement system, as well as the estimated required chemical feed rate once membrane softening is implemented. It is expected that the sodium hypochlorite system will have to be relocated during construction of the new membrane softening facilities. A temporary sodium hypochlorite storage and feed system

may be required during the relocation of the existing system. There is space around the proposed membrane building to locate the temporary system if needed.

Table 4.12
Sodium Hypochlorite System Preliminary Criteria

Chemical	
Type	Sodium Hypochlorite (12.5%)
Density	9.7 lbs/gal
Current Application Point	Clearwell
Membrane Softening Application Point	Permeate pipeline
Flow Summary (Finished Water)	
Firm Finished Water Capacity	6 mgd
Proposed Dosage (as product)	
Estimated Design Dosage	4 mg/L
Proposed Feed Rate	
Estimated Feed Rate (gpd)	200 gpd
Estimated Feed Rate (gph)	8 gph
Required Storage	
Bulk Storage	6,000 gal
Number of Days Supply	30 days
Chemical Storage System (Planned/Existing)[1]	
Bulk Storage Tanks	2 tanks @ 3,000 gal each
Approximate Bulk Storage Tank Dimensions	96” diameter x 138” height
Day Tank	1 tank @ 1,000 gal
Metering Pumps	
Type	Variable speed and stroke diaphragm
Number of Future Pump Units and Capacity	2 pumps @ 15 gph each

Note:

1. *Recent issues with the existing sodium hypochlorite storage tanks has prompted the City to replace their bulk storage and day tanks with 2 bulk storage tanks (approximately 3,000 gallons each) and 1 day tank at 1,000 gallons.*

The existing/planned sodium hypochlorite storage and feed system will be repurposed for the membrane softening system. Once the new membrane facilities are constructed, the sodium hypochlorite injection point will have to be relocated to the permeate water piping, downstream of the recarbonation injection.

Free chlorine disinfection will be carried out in a 24-inch diameter pipeline between the chlorine injection point and the finished water storage tank. Under maximum flow conditions, sufficient contact time is provided within the 300-foot pipeline length to satisfy 4-log disinfection requirements with a free chlorine dose of 2.0 mg/L. During lower flow conditions, disinfection provided exceeds the 4-log requirements. The disinfection system satisfies 4-log requirements at a minimum water temperature of 18.5°C (65.3°F) under maximum flow, and exceeds 4-log requirements at warmer water temperatures.

4.7.4 Corrosion Inhibitor

At this preliminary stage of the evaluation, it appears that corrosion inhibitor may not need to be added to the finished water produced by the proposed membrane softening system if the finished water quality can closely match the existing lime softening finished water quality. However, the addition of corrosion inhibitor addition should be evaluated further during detailed design. A space in the process building is reserved for a small chemical feed system if needed.

4.7.5 Aqueous Ammonia

Aqueous ammonia is currently applied at the East WTP for chloramination of the finished water. After converting to membrane treatment at the East WTP, the DBP formation potential of the finished water should be less than the MCLs. This would allow the City's to eliminate this type of disinfection residual and move toward free chlorine. Based on this, ammonia addition is not anticipated to be utilized after the process conversion. The existing ammonia system will be left in place should the City wish to resume chloramination of the finished water in the future.

4.7.6 Fluoride

The existing fluoride system is at the end of its useful life and the City has decided to replace it with a new fluoride system. The new fluoride system will be located in a containment area covered by a pre-engineered metal roof adjacent to the proposed membrane building and scale inhibitor system. The storage and feed system will have an injection point to the proposed permeate water piping, downstream of the hydrated lime injection point. **Table 4.13** summarizes the recommended fluoride system preliminary criteria. Drawing M-4 in **Appendix A** depicts the layout of the fluoride system.

Table 4.13
Fluoride System Preliminary Criteria

Chemical	
Type	Fluorosilicic Acid (23%)
Density	10 lbs/gal

Table 4.13
Fluoride System Preliminary Criteria

Chemical	
Application Point	Permeate pipeline
Flow Summary (Finished Water)	
Firm Finished Water Capacity	6 mgd
Proposed Dosage (as product)	
Estimated Design Dosage	1 mg/L
Proposed Feed Rate	
Estimated Feed Rate (gpd)	22 gpd
Estimated Feed Rate (gph)	1 gph
Required Storage	
Bulk Storage	850 gal
Number of Days Supply	~30 days
Storage System	
Bulk Storage Tanks	1 tank @ 850 gal
Approximate Bulk Storage Tank Dimensions	60” diameter x 72” height
Day Tank (on a weight scale)	1 tank @ 90 gal
Metering Pumps	
Type	Variable speed and stroke diaphragm
Number of Future Pump Units and Capacity	2 pumps @ 2 gph each

4.8 High Service Pumping

As discussed in Section 3, the existing high service pump station houses four (4) pumps, each rated for 2,000 gpm at 168 feet TDH. A review of the current high service pumping facility suggests that the high service pumps have a firm rated capacity of 12 MGD. As such, no additional upgrades are needed and the pump station has sufficient capacity based on future treatment facilities.

4.9 Power Supply Facilities

Electrical modifications and upgrades are required to accommodate the membrane softening facilities. The existing electrical service is aged and appears to be marginal to power the new membrane facility at full capacity with the other required existing plant loads. This will be confirmed with FPL during detail design.

A meeting with FPL to discuss possible alternatives will be scheduled during design. Two or more possible utility power alternatives will be discussed.

FPL alternative 1: Install a new pad mount transformer adjacent to the proposed membrane facility to supply power to the new membrane facility with additional capacity for future loads and relocation of required plant existing loads to be determined during design. The new service point could have the capacity to power all plant loads thus allowing the existing FPL utility vault and associated switchgear to be demolished. This would renew the utility power source and re-allocate site space for other purposes.

FPL alternative 2 is to keep existing service point and route new feeder wiring to the new electrical room in the proposed membrane building. This would supply power for all membrane equipment. The existing plant loads would remain on the existing utility service switchgear and feeders. Due to existing electrical room constraints, utility power would have to be tapped directly from the FPL utility transformer.

Existing plant utility power is sufficient, after feeder modifications, to operate both facilities during membrane plant startup and testing.

The existing 750kW emergency generator capacity is marginal to power the existing plant with the additional membrane facility loads. The generator will be adequate to operate the membrane plant at half capacity during startup and testing.

A new generator is proposed to power the entire plant facility after the membrane plant is operational and after the lime softening facility has been decommissioned and demolished. The new plant generator that meets the tier 4 EPA air quality emissions requirements will be located at new location within the plant site to minimize noise impact to surrounding neighbors.

Another alternative that will be considered during detailed design is utilizing the existing electrical room and refurbishing/replacing the existing generator. The existing electrical room is air conditioned and has enough space to house some of the new plant electrical components. This room could be reused to conserve existing infrastructure and reduce costs. This option could also reduce the amount of equipment to be housed in the new chemical building electrical room to improve access and operational flexibility. This existing electrical room could contain the new switchgear and VFDs for on-site wells. The feeds from this room could go to the new MCC-1 in the chemical building and feed the existing plant MCCs with minimal operational impact. The motor control center, variable speed drives, dry type transformers, panel boards, and PLC local control panel for the membrane facility would still be incorporated in the new electrical room.

Table 4.14 indicates major load requirements for the proposed East WTP membrane softening system implementation.

Table 4.14
Load Summary
Proposed Membrane Softening Facilities

Source	Connected Load [1]	Running Load
New Onsite Raw Water Well Pump #1	100 hp	90 hp
New Onsite Raw Water Well Pump #2	100 hp	90 hp
Sand Strainer (Future)	10 hp	10 hp
Membrane Feed Pump #1	250 hp	200 hp
Membrane Feed Pump #2	250 hp	200 hp
Membrane Feed Pump Motor Operated Valves	24 hp	6 hp
Clean-In-Place System	2 hp	1 hp
Hydrated Lime System	10 hp	10 hp
Recarbonation System	5 hp	5 hp
Membrane Building New Electrical Room HVAC	30 hp	15 hp
45 kVA Transformer (480V-208Y/120V, 3 Phase)	45kVA	22kVA
Total service:	***826 kVA***	***649 kVA***
Amps at 480V, 3 phase:	***931 A***	***780 A***
Emergency Generator [4]: 937 kVA (750 kW), 480V, 3Ø		

Note:

1. For calculation purposes, 1 HP=1 kVA

2. Capacity of existing onsite generator and need for additional generator capacity will be evaluated further during detailed design.

4.10 Instrumentation and Control Facilities

It is recommended that the existing plant control system hardware and software be expanded to accommodate the proposed the new membrane softening facilities. New PLC control panels are recommended for the new unit processes and systems. It is recommended that additional I/O and communication modules be added to existing control panels as required. The existing graphical (HMI) applications and databases will be expanded as required. The following summarizes the anticipated improvements for each system:

- **Water Supply** – Each well pump will be provided with an Allen-Bradley PLC based Remote Telemetry Unit (RTU). The RTU for the well located inside the plant will be connected to the Plant control system via a fiber optic cable, the remote wells RTU will communicate to the Plant control via Radio Frequency (RF). New level transducers/transmitters will be installed for measuring the water level in each well casing. These level transducers will access the well casing through an opening/connection on the pump base or through an opening/connection on the concrete base above the casing termination. Pressure indicating transmitters will be used to monitor pump discharge pressure. Pressure switch will be provided for pump safety shutdown on high

pressure. A full port flowmeter magmeter type will be installed on each pump discharge line.

- **Pretreatment** – Provide a magnetic flow meter to measure the Biscayne Aquifer raw water flow rate. Provide online instrumentation for monitoring pressure, temperature, pH, turbidity, ORP, SDI, and conductivity. Integrate the membrane softening system start-up bypass valve into the plant control system. Provide required instrumentation and control for a new scale inhibitor system.

- **Water Treatment** – Provide a control panel and instrumentation for each membrane softening skid. Each panel will contain an Allen-Bradley PLC and a touchscreen operator interface and will monitor and control the associated valves and feed pump.

- **Post Treatment** – Provide a magnetic flow meter to measure total membrane softening permeate flow rate. After post chemical addition and mixing, provide online pH monitoring.

- **Recarbonation System** – It is anticipated that the existing recarbonation system will have to be modified to be able to provide chemical control to the new injection point.

- **Hydrated Lime System** – It is anticipated that a local control panel will be packaged with the hydrated lime system. Provide an Allen-Bradley PLC based control panel with Ethernet connectivity to the plant control system. Provide an OIT for local control and expand the plant HMI application for remote monitoring and control.

- **Existing and Proposed Chemical System Expansion** – Modify existing control panels and control strategies to accommodate additional transfer pumps, metering pumps and logic for new process injection points. Modify/upgrade the existing OIT and HMI applications. Provide instrumentation and control systems necessary to connect chemical systems to the existing SCADA.

Drawing I-2 in **Appendix A** shows the proposed system block diagram.

4.11 Building Modifications

The existing chemical building, which currently houses chemicals used in the plant lime softening process, will be repurposed for the implementation of a new membrane system. Minor modifications to the building will be required to provide for the access required for the operation of the membranes.

The existing building is constructed with load bearing 12-inch reinforced concrete masonry units. The building is divided into four rooms that are not interconnected. In order to provide access to the individual rooms housing the membrane skids, three 10 foot wide openings are being proposed. The height of these openings will be high enough to allow the movement between each room with the scissor lift used for replacing the membrane elements. It is expected that the existing sodium hypochlorite storage and feed system will be relocated to the southernmost room. Additionally, a new door from the process area to the new electrical room is recommended for appropriate access.

The only exterior modification to the existing building is a new double door on the southwest corner of the building to allow access of electrical equipment to the new electrical room. Drawings S-4 and S-5 of **Appendix A** show the recommended membrane building demolition and structural plan illustrating the proposed improvements. Drawings A-1 in **Appendix A** shows the preliminary life safety plan for the membrane building.

A new chemical storage and containment area to house the scale inhibitor system and new fluoride system will be located to the south of the existing chemical building. This containment area will be non-enclosed and have a fabricated metal roof.

4.12 Treatment Facilities Summary

Table 4.15 presents a summary of the recommended water treatment plant improvements to incorporate 6 mgd of new membrane softening treatment while maximizing the use of existing lime plant facilities. Based on City evaluation of multiple raw water supply/treatment methodologies, as discussed in Section 2, it is assumed at this time that the City will achieve additional raw water capacity needs through installation of new production wells and transmission piping. Existing wells E1 – E9 will be left in place, and their transmission piping will be interconnected with the new wellfield influent piping at the plant site.

Table 4.15
Summary of Recommended Water Treatment Plant Improvements

Unit Process/System	Recommendation
Water Supply/Pretreatment	
Raw Water Wells and Raw Water Piping (Biscayne Wells)	• Build a wellfield to supply a minimum of 7.5 mgd of raw water and install the required raw water transmission piping. The new wellfield should include one standby well (as discussed in Section 2).
Sand Separator	• One unit to eliminate sand particulates from raw water stream
Cartridge Filtration	• Two stainless steel vessels with elements for Biscayne supply wells
Water Treatment	

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Table 4.15
Summary of Recommended Water Treatment Plant Improvements

Unit Process/System	Recommendation
Membrane Skids	• Two skids @ 3 mgd permeate capacity each
Membrane Feed Pumping	• Two membrane feed pumps, stainless steel
Membrane Cleaning and Flushing	
Clean-In-Place (CIP) System for Membrane Softening Skids	• One cleaning tank, one flushing tank, one cartridge filter and one recirculation pump
Post-Treatment	
Chemical Injection/Mixing	• Provide static mixers and chemical injection connections on permeate piping to finished water storage tank
Blending	
Raw Water Blending	• Bypass connections upstream and downstream of membranes for potential raw water blending of 300,000 gpd.
Pipelines	
Raw Water	• Ductile iron transmission piping and isolation valves to proposed membrane pre-treatment facilities with interconnection to existing well piping (inside East WTP site)
Feed/Conditioned Water	• Stainless steel piping and manifolds for membrane skids
Permeate Water	• Lined ductile iron piping to connect to existing finished water storage tank
Concentrate Disposal	
Concentrate Water	• Lined ductile iron piping to convey concentrate to proposed offsite gravity sewer system • Concentrate storage and repumping will be needed to mitigate peak wastewater flows to the system. Initial design will incorporate storage via clearwell modifications upon completion of new facilities startup.
Chemical Feed & Storage	
Acid	• To be evaluated further during detailed design
Scale Inhibitor	• One bulk storage tank and two metering pumps
Stabilization System	• The City will evaluate the most suitable stabilization approach, for implementation under a separate project. Options being considered are sodium hydroxide and hydrated lime.

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Table 4.15
Summary of Recommended Water Treatment Plant Improvements

Unit Process/System	Recommendation
Recarbonation System	• Maintain existing storage facilities and modify metering/feed system as needed
Sodium Hypochlorite	• Maintain existing storage facilities and modify metering/feed system as needed
Aqueous Ammonia	• Maintain existing storage facilities; however, the City plans to discontinue use.
Fluoride	• One bulk storage tank, one day tank, and two metering pumps
Corrosion Inhibitor	• To be evaluated further during detailed design
Finished Water Storage and Distribution	
Ground Storage Tanks	• The existing 0.75 MG ground storage tanks will be maintained in service. Additional storage/tankage will be addressed under a future project after demolition of the lime softening areas.
High Service Pumps	• Maintain existing equipment and modify operation as needed (existing High Service Pumps have a firm rated capacity of 12.0 MGD).
Electrical, Instrumentation and Controls	
Power Supply, Variable Frequency Drives & Motor Control Centers	• Connection to the main switchgear • Variable frequency drives for membrane feed pumps. Miscellaneous conduit and cable • SCR controllers for metering pumps • Additional breakers • New Emergency Generator to be addressed under a future phase of this project post demolition of existing facilities • Miscellaneous electrical upgrades
Instrument Control System	• PLCs for new unit processes • Miscellaneous instruments for flow, pressure, temperature, pH, turbidity, ORP, SDI, and conductivity • Miscellaneous instrumentation and control upgrades • Upgrade/expand existing control room operator work station graphic displays, databases and data reporting functionality
Building Modifications	
Miscellaneous	• Membrane softening feed pump – structural foundation

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Table 4.15
Summary of Recommended Water Treatment Plant Improvements

Unit Process/System	Recommendation
	• Membrane feed pump – steel can • Equipment pads • Miscellaneous civil, structural, and architectural upgrades • Pipe support system • Demolition of miscellaneous building structures

Section 5.0
Project Implementation

This section provides an order of magnitude project cost estimate, an estimate of operation and maintenance cost and a preliminary project delivery schedule for the design and construction of the future membrane softening facilities and plant upgrades described in Section 4. This section also includes recommendations relative to pilot testing, recommendations for maintenance of plant operations during construction, and a discussion of anticipated permits required for the construction of the future facilities.

5.1 Preliminary Opinion of Probable Project Cost

The year 2014 order of magnitude project cost estimate to provide 6 MGD of membrane softening treatment capacity is estimated to be $12.6 M. This includes new raw water wells and transmission system, sand strainers, cartridge filters, membrane skids, membrane feed pumps, concentrate and permeate pipelines, pre-treatment and post-treatment chemicals, electrical and I&C upgrades, miscellaneous building modifications, and sitework. This estimate also includes design and engineering services and contingency. This estimate **does not** include escalation to the scheduled construction date. **Table 5.1** summarizes the order of magnitude project cost estimate.

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Table 5.1
Preliminary Opinion of Probable Project Cost

Cost Component	Description	Quantity	Cost
Water Supply/Pretreatment/Treatment/Concentrate Disposal			
Raw Water Wells and Supply [1]	Construction of 5 new 2 MGD wells and associated piping	1	$2,840,000
Scale Inhibitor	New chemical storage and feed system	1	$75,000
Sand Separator	Sand separation device	1	150,000
Cartridge Filtration	New stainless steel vessels for membrane skids and associated piping	2	$252,000
Water Treatment Membrane Softening Skids	New skids @ 3.0 MGD permeate capacity each with membrane elements and associated piping	2	$1,750,000
Membrane Feed Pumps	New stainless steel membrane feed pumps	2	$560,000
Concentrate Booster Pump	New booster pump station	1	$250,000
Concentrate Force Main	New pipeline to new pump station	1	$440,000
Clean In Place System	New Clean in place system	1	$200,000
Post Treatment [2]			
Stabilization System	New system	1	$250,000
Recarbonation	Modifications to existing system	1	$80,000
Fluoride System	New System	1	$100,000
Yard Piping	Yard piping	1	$160,000
Electrical			
Electrical Equipment	Power feeders, variable frequency drives, miscellaneous electrical equipment and new generator	-	$800,000
Instrumentation & Control			
I&C Equipment	New instruments, PLCs, software, miscellaneous equipment	-	$180,000
Building Modifications & Sitework [3]			
Membrane Building	Miscellaneous modifications to	-	$170,000

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Table 5.1
Preliminary Opinion of Probable Project Cost

Cost Component	Description	Quantity	Cost
	accommodate new membrane softening system		
Subtotal			**$8,257,000**
General Requirements			**$180,000**
Estimating Contingency (Estimated at 25 percent of Subtotal)			$2,064,250
Subtotal with Contingency			$10,501,250
Design/Engineering Services (Estimated at 20 percent of Subtotal with Contingency)			$2,100,250
2014 Order of Magnitude Project Cost Estimate [3]			**$12,601,500**

Notes:

1. *Costs for installation of new wells do not include potential land acquisition costs.*
2. *Addition of corrosion inhibitor should be evaluated further during detailed design. The City of Miramar will evaluate water stabilization options in the future and select the best approach.*
3. *The above cost estimate was revised in July 2014. For budgeting purposes the City should escalate the above costs to the midpoint of construction.*

This estimate has been prepared based upon information provided by the City, preliminary design criteria and site layouts presented in this document. Because of the level of scope development at this stage, the estimate is a Class 3 (Budget Estimate), as defined by the Association for the Advancement of Cost Engineering International (AACE). The expected range of accuracy for this type of estimate is +30% to -20% of the subtotal. This level of cost estimate reflects the large amount of mechanical components associated with the project, and the ability to obtain relatively firm pricing for these components from manufacturers. Other alternatives that have been presented herein may require modifications to the estimate. The final costs of the project will depend on actual labor and material cost, competitive market conditions, final project scope, implementation schedule, and other variable conditions.

5.2 Preliminary Opinion of Annual Operation and Maintenance Cost

Typical operation and maintenance costs for membrane softening treatment facilities consider the following:

1. Power
2. Chemicals

3. Replacement parts and materials (such as replacement membranes and replacement cartridge filters)

4. Operation and maintenance labor

5. Administration / regulatory compliance

The 2014 Operation and Maintenance cost for a 6 MGD facility will be on the order of $1.40 per 1000 gallons of finished water. Costs were assumed based on membrane softening system preliminary design criteria, vendor equipment quotes, previous bid information, project experience, and escalated annual operation and maintenance cost data from the "*Water Supply Cost Estimation Study*" (SFWMD, February 2007).

5.3 Preliminary Project Delivery Schedule

Figure 5-1 provides a preliminary project delivery schedule for implementation of the East WTP membrane softening facilities along with the associated Biscayne Aquifer wellfield. Based upon the attached schedule it appears likely that the membrane softening treatment facilities could be in service in the fourth quarter of year 2016. The City recognizes that this schedule does not include contingencies (e.g., adverse weather, manufacturer delays, bid protests, etc.). Furthermore, the City recognizes that a number of factors are uncertain and difficult to predict their duration. These factors include work by others such as reviews by regulatory agencies and uncertainties related to permit acquisition. Consequently, the schedule presented herein is dynamic and is presented as a best case scenario.

The construction of the new East Water Treatment Plant is a standalone project. The new plant will be built without significant impact to existing plant operations. Once the plant has been completed and is ready to operate continuously, the existing plant can be decommissioned.

5.4 Alternative Project Delivery Methods

The primary drivers for an alternative delivery method for this project are to ensure accurate construction costs are known and to make sure a competent contractor is selected that can work with City on a spatially confined construction site. The various alternative project delivery methods at the City's disposal were described and evaluated in a technical memorandum titled "Miramar East Water Treatment Plant Project Delivery Alternatives" submitted to the City of Miramar on October 10th, 2014. This memorandum studied the advantages and disadvantages of each project delivery method (design-bid-build, design-build, construction manager at risk, etc.), and presents various recommendations. It was determined that although some of the creative design advantages of Design-Build are not applicable since the process is a major portion of the design and is relatively well-defined,

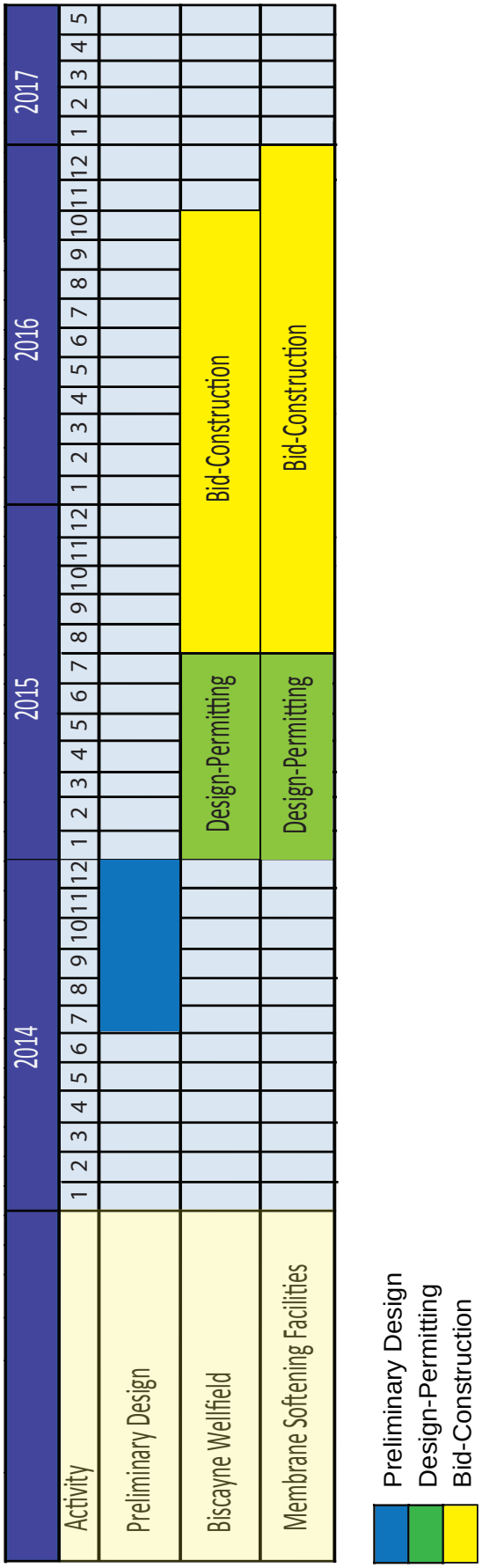

Figure 5-1
Project Delivery Schedule

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the advantages of controlling final cost and selecting a construction team partner would be significant to the success of this project

5.5 Recommended Pilot Testing

Pilot studies provide the opportunity to evaluate the performance of proposed treatment systems under site-specific conditions. Industry experience has proven that manufacturer's projections (accuracy +/- 20%), while a valuable design tool, do not always match actual data once a facility is operational. Pilot testing results can provide design criteria for pretreatment systems, membrane selection and system performance, and finished water quality optimization.

In the case of the East WTP, the City of Miramar has indicated its preference to forgo full-scale pilot testing. This is a result of the City's experience with the West WTP and familiarity with Biscayne Aquifer water quality in the area of the existing East WTP well field. However, it is recommended that during the design and construction of the proposed well field, tests be performed to confirm that constituents of concern, such as iron and SDI, are present at acceptable levels. In the event that test results indicate that water quality is a concern, further testing should be undertaken to determine required modifications to the proposed treatment train prior to construction.

5.6 Maintenance of Plant Operations during Construction

In general, the East WTP will be capable of operating continuously during the installation of up to 6 MGD of membrane softening treatment capacity within the existing facilities. Only minimal interruptions are anticipated, primarily related to electrical installations requiring short-term electrical shutdowns for connections to existing electrical equipment.

Piping installations have been conceptually laid out to minimize piping conflicts, crossing over or under existing piping without interfering or requiring relocations where possible. Mechanical equipment for up to 6 MGD of membrane softening treatment has been planned for such that installations could occur without interfering with the operation of the lime softening plant.

The hydrated lime system and the recarbonation system will be operational and may require specific construction sequencing plans.

Extending the scope of the membrane softening treatment beyond 6 MGD would more severely impact the maintenance of plant operations. The impacts to the electrical system would require longer and more frequent plant shutdowns. Depending on the location of additional membrane softening facilities, yard piping installation may require rerouting of existing yard piping, requiring additional shutdowns. Limiting the membrane softening

treatment implementation to 6 MGD or less enables the construction to occur with minimal impacts to the membrane softening plant operation.

5.7 Permitting

The East WTP falls within the jurisdiction of the following entities:

- United States Environmental Protection Agency (USEPA)
- Florida Department of Environmental Protection (FDEP)
- South Florida Water Management District (SFWMD)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- Broward County Health Department (BCHD)
- City of Miramar (City)

Construction and operation of the future membrane softening treatment facilities would require approvals from the various permitting jurisdictions. A preliminary evaluation of the permits that are likely to be required is presented in **Table 5.2**.

Table 5.2
Preliminary Assessment of Permit Application Requirements for the Proposed Membrane Softening Treatment Implementation

Agency	Discussion
SFWMD	It is unknown if an Environmental Resource Permit is required. This issue needs to be explored during the design phase by meeting with BCEPD – Water Resources Division.
BCUPRD	Submit *Industrial Review Application* to Broward County Urban Planning and Redevelopment Department, Development Management Division – Environmental Review Section.
BCUPRD	Submit *Application for Environmental Review of Construction Plans* to Broward County Urban Planning and Redevelopment Department, Development Management Division – Environmental Review Section.
BCEPGMD	Submit *Impact Fee Assessment*. An application form is not needed. Take drawings to Broward County Environmental Protection Department - Development Management Division for stamps.
BCEPGMD	Submit *Surface Water Management License Application Form 212-0006* to Broward County Environmental Protection Department – Water Resources Division. Apply for a modification of the existing license for the addition of impervious area.
BCEPGMD	Submit *Application to Operate an Air Pollution Source* to Broward County Environmental Protection Department – Air Quality Division. Submit an application for an amendment to the existing license.
BCEPGMD	Submit *License for Installation of Wastewater Collection/Transmission System* to Broward County Environmental Protection Department – Water Resources Division.
BCHD	Submit *Public Drinking Water Facilities Construction Permit, Form No. 62-555.900(1).*
City	Submit City of Miramar Building Division *Building Permit Application*.
City	It is not known if a Development Review Committee permit is required. The necessity of submitting a Development Application to the Development Review Committee should be explored by the City of Miramar.

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Appendix A

City of Miramar
East Water Treatment Plant Upgrades –
Preliminary Design Drawings

HAZEN AND SAWYER
Environmental Engineers & Scientists

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR

DEPARTMENT OF PUBLIC WORKS/UTILITIES

EAST WATER TREATMENT PLANT

MEMBRANE SOFTENING FACILITIES

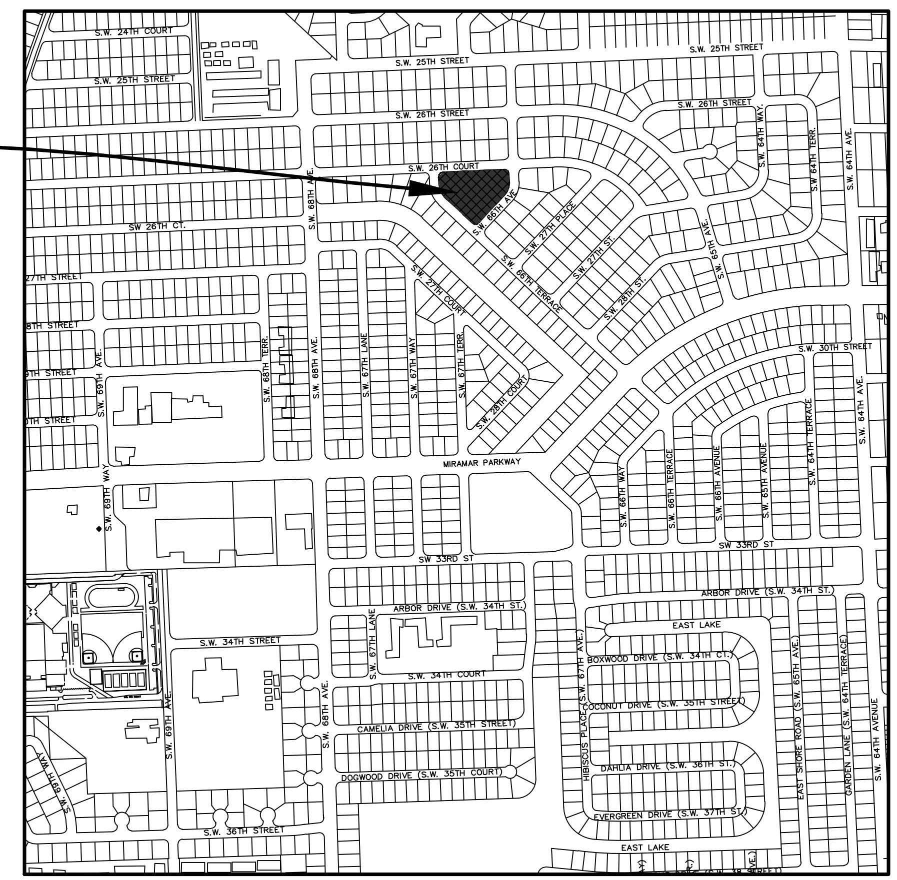
PRELIMINARY DESIGN

OCTOBER 2014

HAZEN AND SAWYER
Environmental Engineers & Scientists

4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

PROJECT AREA



LOCATION MAP
N.T.S.

CITY COMMISSION

Lori C. Moseley	Mayor
Yvette Colbourne	Vice-Mayor
Winston F. Barnes	Commissioner
Alexandra P. Davis	Commissioner
Wayne M. Messam	Commissioner
Kathleen Woods-Richardson	City Manager
Allyson C. Love	Deputy City Manager
Don Waldron	Assistant City Manager/Admin.
Vernon E. Hargray	Assistant City Manager/Operations
Hong Guo	Director of Utilities

LIST OF DRAWINGS

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
		GENERAL
1	G-1	TITLE SHEET, LOCATION MAP AND LIST OF DRAWINGS
2	G-2	ABBREVIATIONS, SYMBOLS, SECTION AND DETAIL IDENTIFICATION
3	G-3	PROCESS FLOW DIAGRAM
4	G-4	EAST WATER TREATMENT PLANT EXISTING WELLFIELD DIAGRAM
5	G-5	EAST WATER TREATMENT PLANT PROPOSED WELLS
6	G-6	SITE PLAN EWTP EXISTING
7	G-7	SITE PLAN EWTP PROPOSED
8	G-8	SITE PLAN EWTP BUILDOUT
		CIVIL
9	C-1	YARD PIPING PLAN UPGRADES
		STRUCTURAL
10	S-4	MEMBRANE BUILDING DEMOLITION
11	S-5	MEMBRANE BUILDING PROPOSED PLAN
		ARCHITECTURAL
12	A-1	MEMBRANE BUILDING LIFE SAFETY PLAN
		MECHANICAL
13	M-1	PROPOSED MEMBRANE AREA PLAN
14	M-2	TYPICAL MEMBRANE SKID PLAN AND PROFILE
15	M-3	BISCAYNE PRODUCTION WELL – TYPICAL WELLHEAD PLAN AND SECTION
16	M-4	SCALE INHIBITOR AND FLUORIDE CHEMICAL SYSTEMS
		INSTRUMENTATION
17	I-1	SYMBOLS AND LEGENDS
18	I-2	SYSTEM BLOCK DIAGRAM
19	I-3	WELL FIELD
20	I-4	PRETREATMENT SYSTEM
21	I-5	MEMBRANE SOFTENING SKID FEED WATER
22	I-6	MEMBRANE SOFTENING SKID UNITS
23	I-7	SCALE INHIBITOR SYSTEM
24	I-8	FLUORIDE SYSTEM
25	I-9	RECARBONATION SYSTEM
26	I-10	MEMBRANE CLEANING SYSTEM
		ELECTRICAL
27	E-3A	ELECTRICAL SINGLE LINE DIAGRAM PREFERRED
28	E-3B	ELECTRICAL SINGLE LINE DIAGRAM ALTERNATE 1

TITLE SHEET, LOCATION MAP AND LIST OF DRAWINGS
DRAWING No. G-1

SYMBOLS

- VENTURI METER
- GAUGE
- SOLENOID
- MOTOR OPERATED
- MAGNETIC METER
- PROPOSED PIPELINE/STRUCTURE
- EXISTING UTILITIES/STRUCTURE
- PROPOSED PIPELINE (DOUBLE LINE IF SCALE OF DRAWING PERMITS)
- PROPOSED STRUCTURE OR FACILITY
- REDUCER (SINGLE LINE)
- REDUCER (DOUBLE LINE)
- CONCRETE PIPE SUPPORT
- BALL VALVE
- BUTTERFLY VALVE / DAMPER
- CHECK BALL VALVE
- CHECK VALVE
- GATE VALVE
- PLUG VALVE
- THREE WAY VALVE
- PRESSURE REDUCING/RELIEF VALVE
- PRESSURE REGULATING VALVE
- HOSE BIBB (PLAN)
- HOSE BIBB (ELEVATION)
- MECHANICAL COUPLING
- HARNESSED MECHANICAL COUPLING
- GROOVED COUPLING
- HARNESSED EXPANSION JOINT
- EXPANSION JOINT
- UNION
- FIRE HYDRANT
- MAINTENANCE HOLE
- POWER POLE
- LIGHT POLE
- CATCH BASIN
- FENCE
- WELDED JOINT
- FLANGED JOINT
- MECHANICAL JOINT
- PUSH-ON JOINT
- THREADED JOINT
- SOCKET WELDED JOINT

ABBREVIATIONS

VALVES, FITTINGS, ETC

	ARV	AIR RELIEF VALVE
	BF	BLIND FLANGE
	BFV	BUTTERFLY VALVE
BF	BV	BALL VALVE
	CGV	CHLORINE GAS VALVE UNDER VACUUM
	CO	CLEAN OUT
BV	CPLG	COUPLING
	CV	CHECK VALVE
	DV	DIAPHRAGM VALVE
CV	EXP JT	EXPANSION JOINT
ED	FCO	FLOOR CLEAN OUT
	FD	FLOOR DRAIN
	FH	FIRE HYDRANT
FD	FLG	FLANGE
FH	FS	FLOOR SINK
	GFV	GAS FILL VALVE
	GV	GATE VALVE
	HB	HOSE BIBB
	HD	HUB DRAIN
GC	LR	LONG RADIUS
GV	MJ	MECHANICAL JOINT
HB	NPT	NATIONAL PIPE THREAD
	PE	PLAIN END
LR	PV	PLUG VALVE
MJ	PRV	PRESSURE RELIEF VALVE
	RED	REDUCER
	SOV	SOLENOID OPERATED VALVE
	THD	THREADED
PE	VAC	VACUUM
PO		

PIPING

	CIP	CAST IRON PIPE
	CMP	CORRUGATED METAL PIPE
PS	CU	COPPER OR CUBIC
PV	DIP	DUCTILE IRON PIPE
	GIP	GALVANIZED PIPE
RD	GSP	GALVANIZED STEEL PIPE
	HDPE	HIGH DENSITY POLYETHYLENE PIPE
	IP	IRON PIPE
RJ	PCCP	PRECAST CONCRETE CYLINDER PIPE
	PVC	POLYVINYLCHLORIDE
	RCP	REINFORCED CONCRETE PIPE
	SCP	SECONDARY CONTAINMENT PIPE
	SS	STAINLESS STEEL PIPE

GENERAL

	A	ARC DISTANCE
	AB	ANCHOR BOLT
CIP	A/C	AIR CONDITIONER
	ACU	AIR CONDENSATE UNIT
	AL, ALUM	ALUMINUM
	∠	ANGLE
CU	APPROX	APPROXIMATE
DIP	ARCH	ARCHITECTURAL
	BLDG	BUILDING
DW	BLK	BLOCK
	BM	BENCHMARK
	BOTT	BOTTOM
	BOW	BACK OF WALK
	BP	BID PACKAGE
	CA	CENTRAL ANGLE
	CB	CATCH BASIN
	CC	CENTER TO CENTER
IPS	CHK'D	CHECKERED
	CL, ℄	CENTER LINE
	CLF	CHAIN LINK FENCE
	CLR	CLEAR
	COL	COLUMN
	CO	COMPANY
	CONC, C	CONCRETE
	CONST	CONSTRUCTION
	CONT	CONTINUOUS
	CONTR	CONTRACTOR
	CP	CONCRETE POST
	DET	DETAIL
	DIA	DIAMETER
	DIAG	DIAGONAL
	DIM	DIMENSION
	DIR	DIRECTION
	DISCH	DISCHARGE
	DMH	DRAIN MANHOLE
	DN	DOWN
	DR	DRAIN
	DWL	DOWEL
	DWG	DRAWING
	EA	EACH
	ECC	ECCENTRIC
	EE	EACH END
	EF	EACH FACE
	EL, ELEV	ELEVATION
	ELEC	ELECTRIC
	ENGR	ENGINEER
	EOP	EDGE OF PAVEMENT
	EW	EACH WAY
	EQUIP	EQUIPMENT
	ES	ELECTRICAL SERVICE
	EXH	EXHAUST
	EXIST	EXISTING
	EXP	EXPANSION
	EXT	EXTERIOR
	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
	FDR	FLOOR DRAIN
	FE	FIRE EXTINGUISHER
	FF	FINISH FLOOR
	FG	FINISH GRADE
	FIN	FINISH
	FL	FLOOR
	FP	FLAG POLE
	FT	FOOT OR FEET
	FTG	FOOTING OR FITTING
	GALV	GALVANIZED
	GR	GRADE
	GPM	GALLONS PER MINUTE
	H	HIGH
	HORIZ	HORIZONTAL
	HP	HIGH POINT
	HS	HIGH SERVICE
	HWL	HIGH WATER LEVEL
	ID	INSIDE DIAMETER
	IE	INVERT ELEVATION
	IF	INSIDE FACE
	IN	INCH
	INFL	INFLUENT
	INJ	INJECTION
	INSUL	INSULATION
	INT	INTERIOR
	INV	INVERT
	IRRIG	IRRIGATION
	IR	IRON ROD
	ISO	ISOLATION
	JCT	JUNCTION
	JT	JOINT
	LBS/FT	POUNDS PER FOOT
	LG	LONG
	LN	LINE
	LP	LOW POINT OR LIGHT POLE
	LR	LONG RADIUS
	LWL	LOW WATER LEVEL
	MANUF	MANUFACTURER
	MAX	MAXIMUM
	MECH	MECHANICAL
	MGD	MILLION GALLONS PER DAY
	MH	MANHOLE
	MIN	MINIMUM
	MO	MASONRY OPENING
	MOV	MOTOR OPERATED VALVE
	NIC	NOT IN CONTRACT
	NO	NUMBER
	NTS	NOT TO SCALE
	OC	ON CENTER
	OD	OUTSIDE DIAMETER
	OHW	OVERHEAD WIRES
	OPNG	OPENING
	P/L	PROPERTY LINE
	PS	PUMP STATION
	R	RIM
	RAD, R	RADIUS
	RECIR	RECIRCULATION
	RE	RIM ELEVATION
	REHAB	REHABILITATION
	REINF	REINFORCING
	REQ'D	REQUIRED
	R/W, ROW	RIGHT OF WAY
	SECT	SECTION
	SHT	SHEET
	SLB	SIGNAL LIGHT BOX
	SMH	STORMWATER MANHOLE
	SPEC	SPECIFICATION
	SQ	SQUARE
	SS	STAINLESS STEEL
	STL	STEEL
	STRUC	STRUCTURAL
	SYMM	SYMMETRICAL
	TBD	TO BE DETERMINED
	TEMP	TEMPORARY
	THK	THICK
	TI	TEMPERATURE INDICATOR
	TO	THROUGHOUT
	TOB	TOP OF BANK
	TOC	TOP OF CONCRETE
	TOE	TOE OF SLOPE
	TOP	TOP OF PIPE
	TOS	TOP OF SLAB
	TYP	TYPICAL
	UNK	UNKNOWN
	V	VENT
	VERT	VERTICAL
	VP	VENT PIPE
	VTR	VENT THROUGH ROOF
	W	WIDE
	W/	WITH
	WGR	WOOD GUARDRAIL
	W/L	WATER LEVEL
	W/O	WITH OUT
	WWF	WELDED WIRE FABRIC
	WUP	WOOD UTILITY POLE

FLOWSTREAM IDENTIFICATION

AC	ACID (GENERAL)
AHP	AIR HIGH PRESSURE
ALP	AIR LOW PRESSURE
AM	AMMONIA
ARD	ACID RESISTANT DRAIN
ARV	ACID RESISTANT VENT
BA	BASE (GENERAL)
CCSR	CONCENTRATE CLEANING SYSTEM RETURN
CI	CORROSION INHIBITOR
CN	CONCENTRATE
CSS	CLEANING SYSTEM SUPPLY
CW	CONDITIONED WATER
CWD	CHEMICAL WASTE DRAIN
ED	EQUIPMENT DRAIN
FL	FLUORIDE
FM	FORCE MAIN
FR	FUEL RETURN
FS	FUEL SUPPLY
FSS	FLUSHING SOLUTION SUPPLY
FW	FINISHED WATER
NA	SODIUM HYDROXIDE
NP	NON POTABLE PROCESS WATER
OF	OVERFLOW
PCSR	PERMEATE CLEANING SOLUTION RETURN
PD	PROCESS DRAIN
PM	PERMEATE
PO	POTABLE WATER
PR	PERMEATE RETURN
PW	PLANT WASTE
RD	ROOF DRAIN
RW	RAW WATER
SA	SAMPLE
SAN	SANITARY SEWER
SFA	SULFURIC ACID
SH	SODIUM HYPOCHLORITE
SI	ANTISCALANT
SL	SLUDGE
SMH	SANITARY MANHOLE
SOF	SOFTENED WATER
SPD	SUMP PUMP DISCHARGE
SPM	STRIPPED PERMEATE
STR	STORMWATER
WM	WATER MAIN

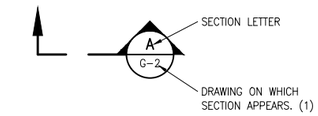
EQUIPMENT IDENTIFICATION

AIRS	AIR STRIPPER
ARV_	AIR RELIEF VALVE
BFV_	BUTTERFLY VALVE
BPR_	BACKPRESSURE REGULATOR
BYV_	BYPASS VALVE
CHK_	CHECK VALVE
CLC_	CALIBRATION CYLINDER
CMP_	COMPRESSOR
DSCC	DESICCANT
FAN_	FAN
FG__	FLOW GLASS
FLT_	FILTER
GEN_	GENERATOR
ISV_	ISOLATION VALVE
LCP	LOCAL CONTROL PANEL
MIX_	MIXER
MOV_	MOTOR OPERATED VALVE
MW__	MONITOR WELL
OR__	ORFICE PLATE
P___	PUMP
POV_	PNEUMATIC OPERATED VALVE
PRR__	PRESSURE REDUCING REGULATOR
PRV_	PRESSURE RELIEF VALVE
RCV_	RECEIVER
RD__	RUPTURE DISK
SHV_	SHUTOFF VALVE
SMV_	SAMPLE VALVE
SOLV	SOLENOID VALVE
STR_	STRAINER
TBLN	TEMPORARILY BLIND FLANGE
TK__	TANK
TV__	TEST VALVE
VRV_	VACUUM RELIEF VALVE
VTV_	VENT VALVE
VVA__	VENT VALVE ASSEMBLY

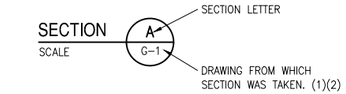
SECTION AND DETAIL IDENTIFICATION

SECTION IDENTIFICATION

A. SECTION CUT ON DRAWING G-1:

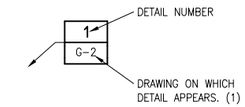


B. ON DRAWING G-2 THIS SECTION IS IDENTIFIED AS:



DETAIL IDENTIFICATION

A. DETAIL CALL-OUT ON DRAWING G-1 AS:



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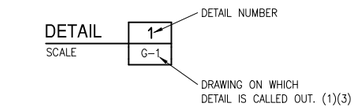
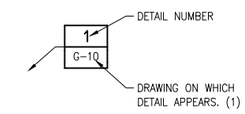
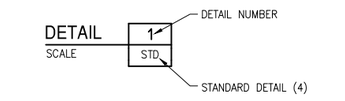


STANDARD DETAIL IDENTIFICATION

A. STANDARD DETAIL CALL-OUT ON DRAWING G-1 AS:



B. STANDARD DETAIL ON DRAWING G-10 THIS DETAIL IDENTIFIED AS:



PHOTO# | DWG# — ARROW INDICATES DIRECTION AND POINT OF VIEW OF PHOTO

NOTES:

(1) IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACE BY A DASH (–).

(2) IF SECTION IS SHOWN IN TWO OR MORE LOCATIONS, THE FIRST DRAWING NUMBER WHERE THE SECTION IS SHOWN IS DISPLAYED IN THE SECTION TITLE.

(3) IF A DETAIL IS SHOWN IN TWO OR MORE LOCATIONS, THE DRAWING NUMBER IN THE DETAIL TITLE IS REPLACED WITH A LINE.

(4) IF THE DETAIL TITLE REFERS TO A STANDARD DETAIL, THE DRAWING NUMBER IN THE DETAIL TITLE IS REPLACED WITH THE ABBREVIATION STD.

GENERAL NOTES:
(1) ELECTRICAL SYMBOLS SHOWN ON ELECTRICAL SHEETS.
(2) FOR WELDING SYMBOLS USE AMERICAN WELDING SOCIETY STANDARD SYMBOLS.
(3) LOCATIONS AND ELEVATIONS ARE AS PER AS-BUILT DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS.

*DENOTES DIMENSIONS OR ELEVATIONS DEPENDENT ON EQUIPMENT SUPPLIED.

NO.	DATE	ISSUED FOR	BY

DESIGNED –
DRAWN RVB
CHECKED JJP
PROJ. ENGR. T.V.

– P.E.
No. –

HAZEN AND SAWYER
Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE NTS

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
ABBREVIATIONS, SYMBOLS, SECTION AND DETAIL IDENTIFICATION

DATE: OCTOBER 2014
SHEET: 2 OF –
DRAWING: G-2

PLOT DATE: 12/22/2014 4:24 PM BY: TBOCAS

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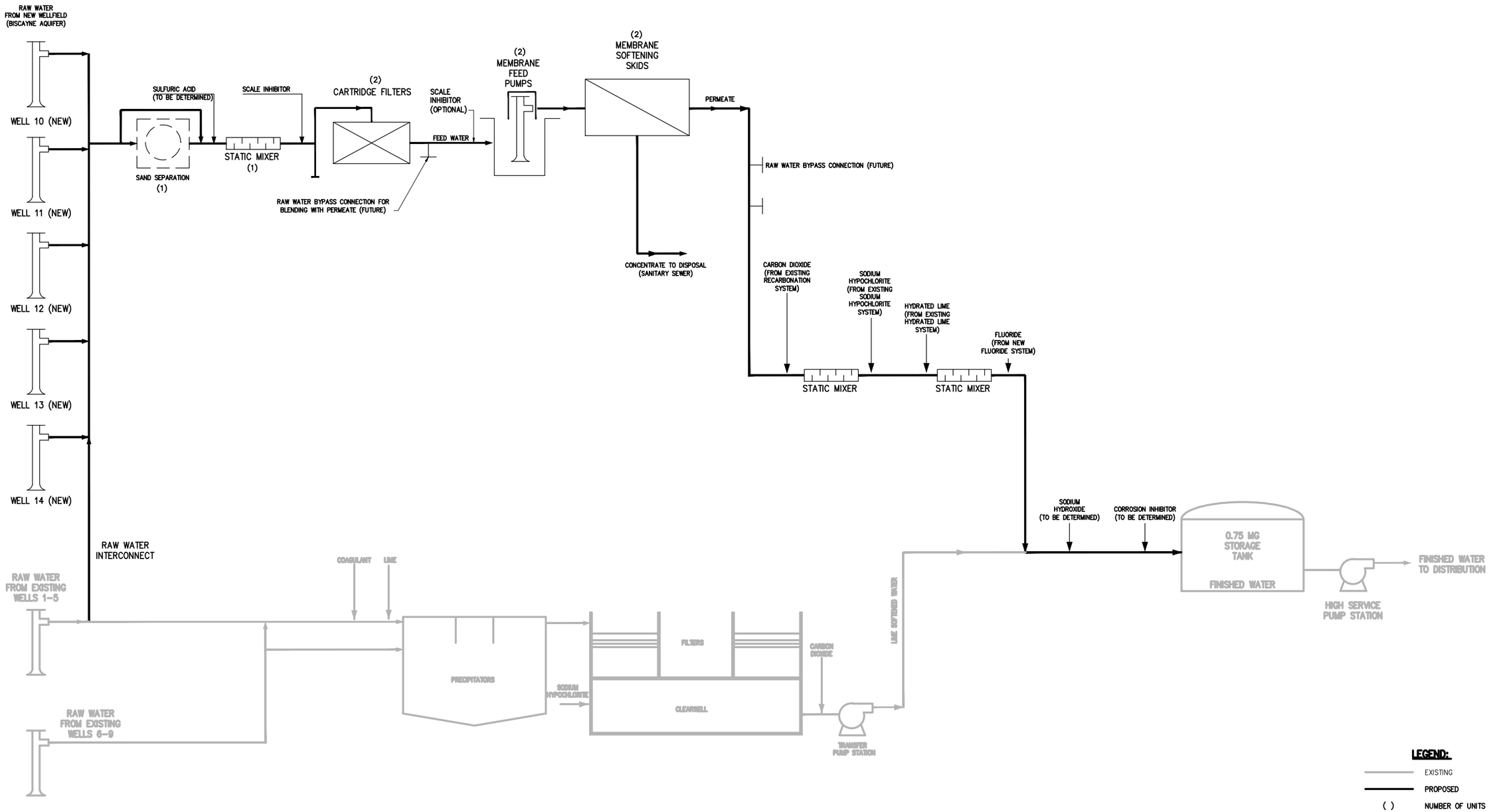

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ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

PROCESS FLOW DIAGRAM

DATE: OCTOBER 2014
SHEET: 3 OF –
DRAWING: G-3

PLOT DATE: 12/22/2014 3:05 PM BY: TBOCAS
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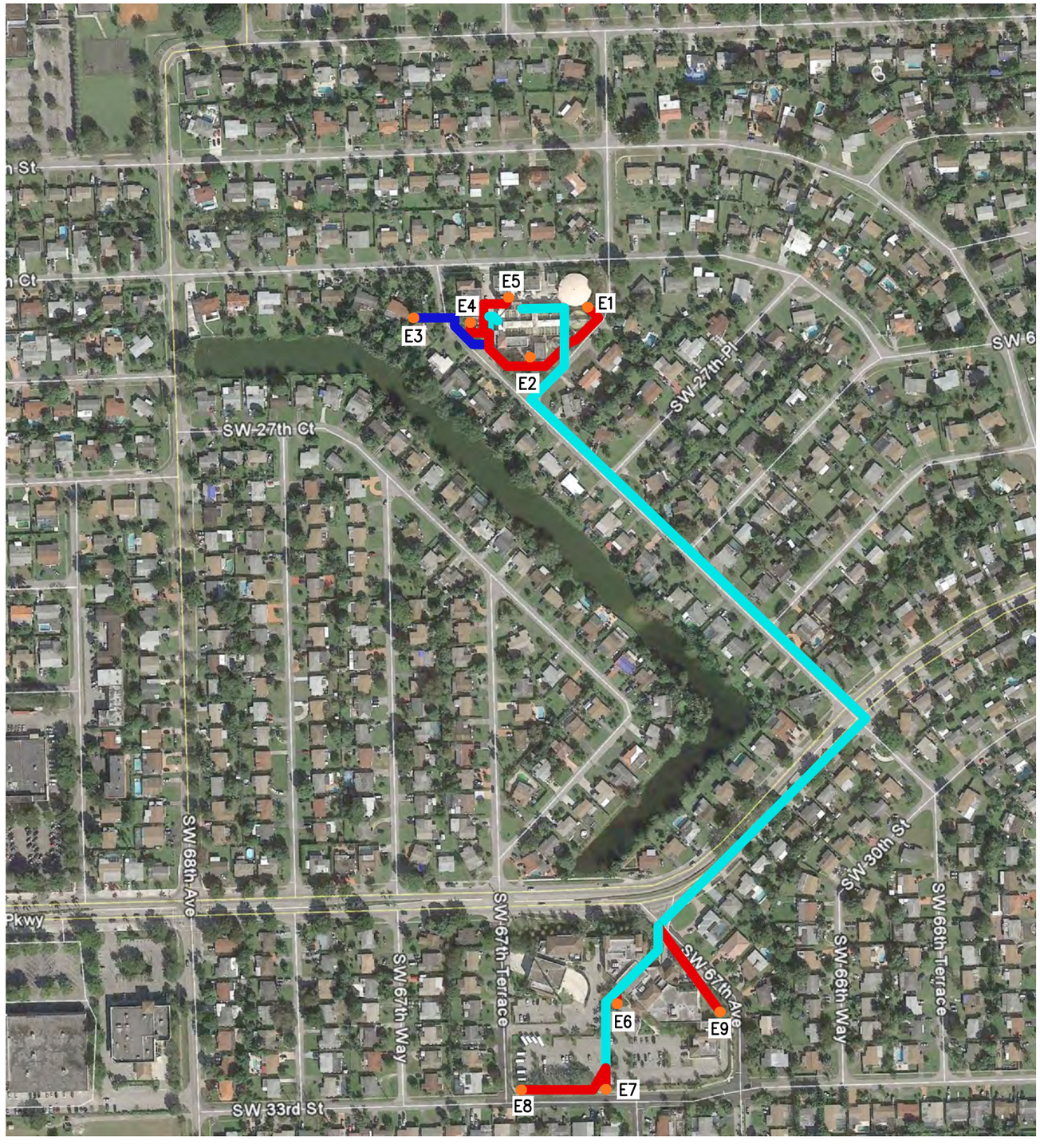

EXISTING WELL CHARACTERISTICS			
WELL NO.	WELL DIAMETER (IN.)	DESIGN PUMP CAPACITY, GPM (WATER USE PERMIT)	YEAR DRILLED
E1	8	550	1955
E2	6	400	1955
E3	8	550	1955
E4	8	500	1955
E5	10	500	1955
E6	12	1100	1963
E7	12	1100	1963
E8	8	800	1963
E9	8	450	1963

LEGEND:

- 14" DIAMETER PIPE
- 12" DIAMETER PIPE
- 8" DIAMETER PIPE
- WELL

NOTE: LOCATION OF 12-INCH TRANSMISSION LINE FROM WELL E6-E9 TO THE EAST WTP IS ASSUMED, BASED ON AVAILABLE WELLFIELD RECORD DRAWINGS.

NO.	DATE	ISSUED FOR	BY

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Environmental Engineers & Scientists
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Hollywood, Florida 33021
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ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

EAST WATER TREATMENT PLANT
EXISTING WELLFIELD DIAGRAM

DATE: OCTOBER 2014
SHEET: 4 OF –
DRAWING: G-4

PLOT DATE: 12/18/2014 10:27 AM BY: TBOCAS

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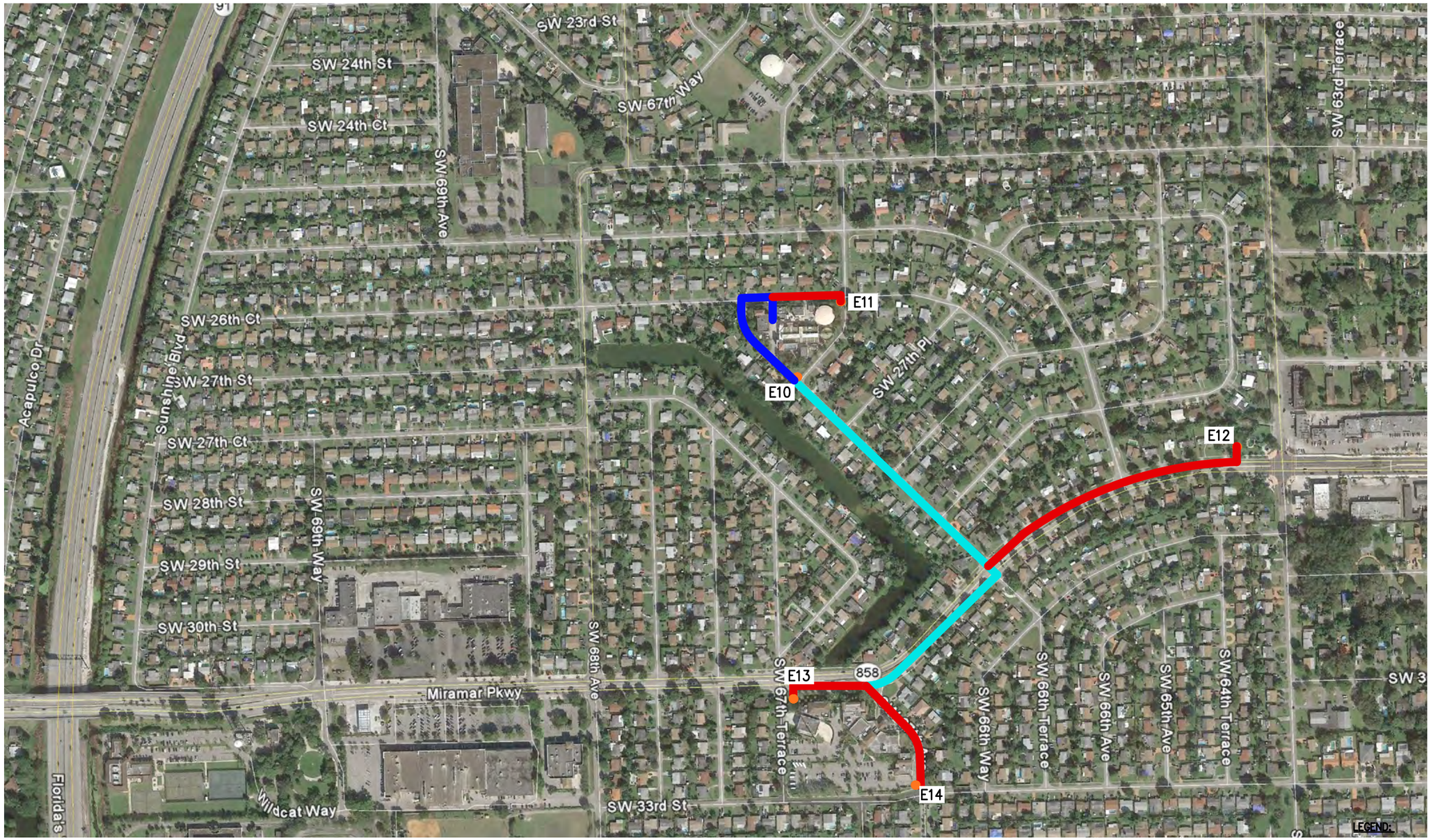

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Hollywood, Florida 33021
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SCALE: NTS

ENGINEERS PROJECT No. 40651–000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

EAST WATER TREATMENT PLANT
PROPOSED WELLS

DATE: OCTOBER 2014
SHEET: 5 OF –
DRAWING: G–5

PLOT DATE: 12/18/2014 10:27 AM BY: TBOCAS

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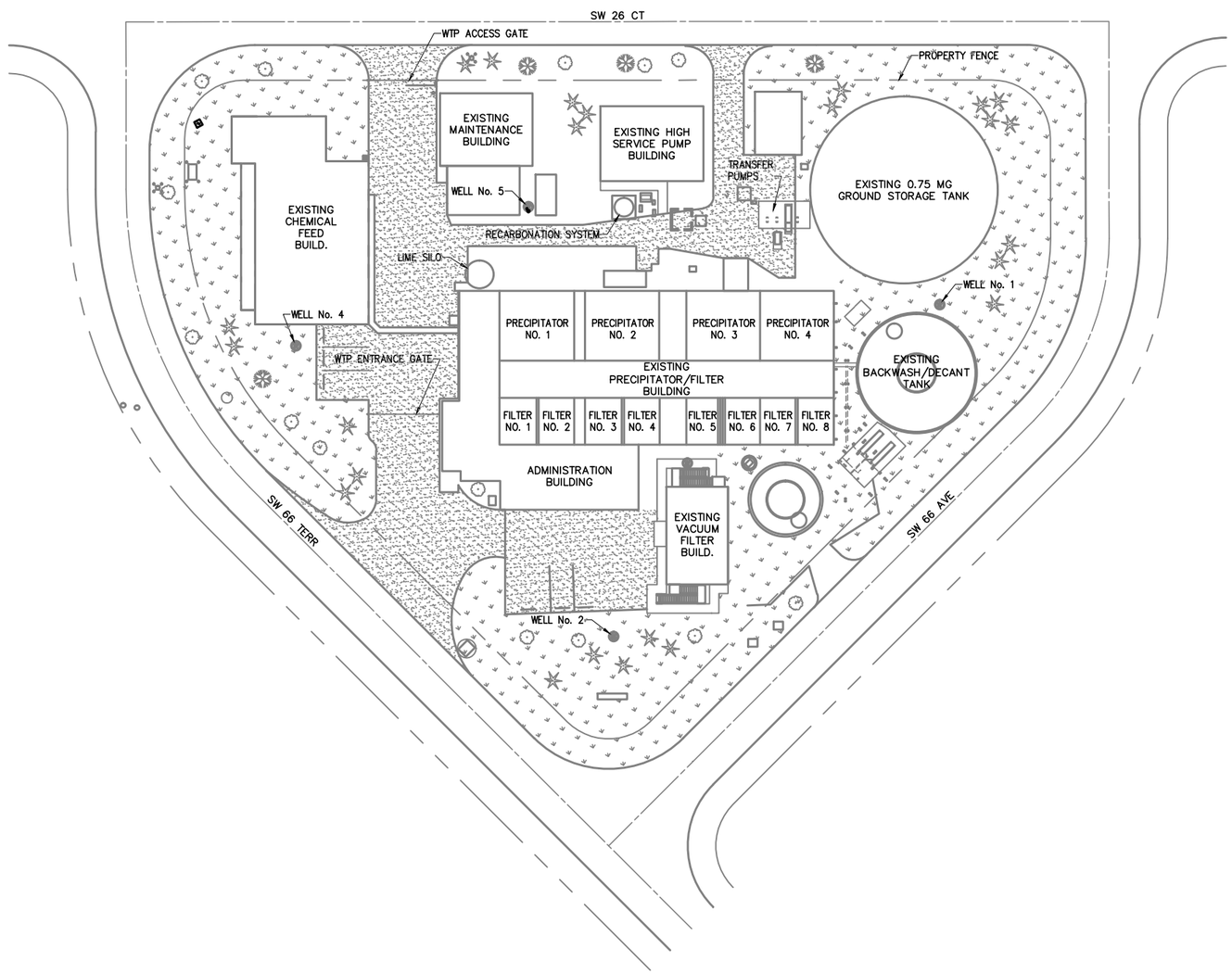

GENERAL NOTES:

1. EXISTING SITE PLAN FROM RECORD DRAWINGS AVAILABLE AT TIME OF DESIGN.
2. UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN FOR CLARITY. SEE DISCIPLINE DRAWINGS FOR EXISTING UTILITIES.

LEGEND:

- EXISTING
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING SOD

1"=30'-0" 30 15 0 30'

NO.	DATE	ISSUED FOR	BY

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PROJ. ENGR. T.V.

– P.E.
No. –

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Environmental Engineers & Scientists
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Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE 1"=30'-0"

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
SITE PLAN EWTP
EXISTING

DATE: OCTOBER 2014
SHEET: 6 OF –
DRAWING: G-6

PLOT DATE: 12/18/2014 10:27 AM BY: TBOCAS

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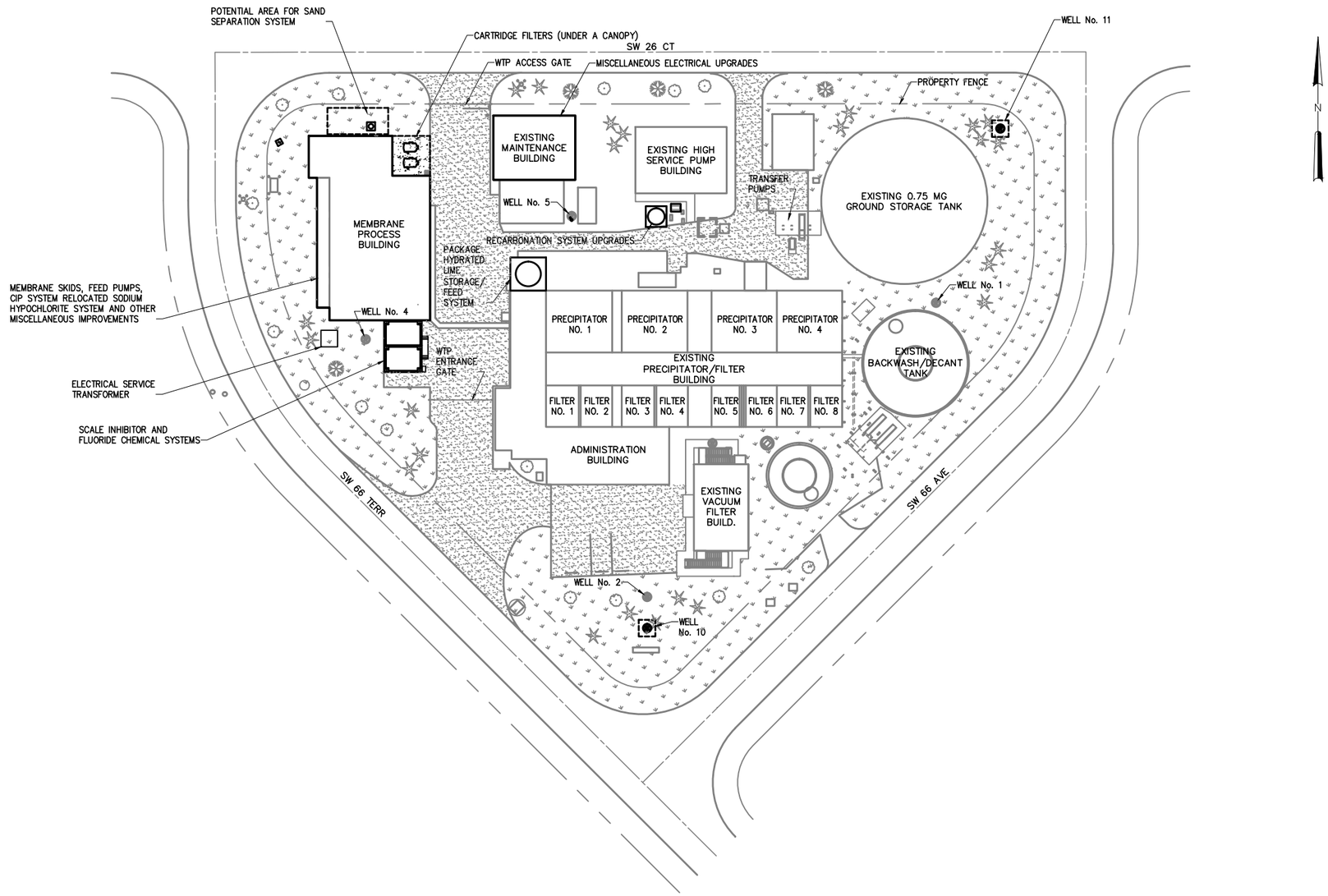

GENERAL NOTES:

1. EXISTING SITE PLAN FROM RECORD DRAWINGS AVAILABLE AT TIME OF DESIGN.
2. UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN FOR CLARITY. SEE DISCIPLINE DRAWINGS FOR EXISTING UTILITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THEIR EQUIPMENT AND FACILITIES.
4. MAIN ACCESS ROAD IS A COMMON ACCESS ROAD FOR OWNER, VENDORS, SUPPLIERS, VISITORS AND SAFETY VEHICLES. CONTRACTOR SHALL MAINTAIN ACCESS THROUGH MAIN ACCESS GATE AND MAIN ACCESS ROAD AT ALL TIMES.

LEGEND:

- EXISTING
- PROPOSED
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING SOD
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT

1"=30'-0" 30 15 0 30'

NO.	DATE	ISSUED FOR	BY

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No. –

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Hollywood, Florida 33021
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SCALE 1"=30'-0"

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
SITE PLAN EWTP PROPOSED

DATE: OCTOBER 2014
SHEET: 7 OF –
DRAWING: G-7

PLOT DATE: 12/18/2014 10:27 AM BY: TBOCAS

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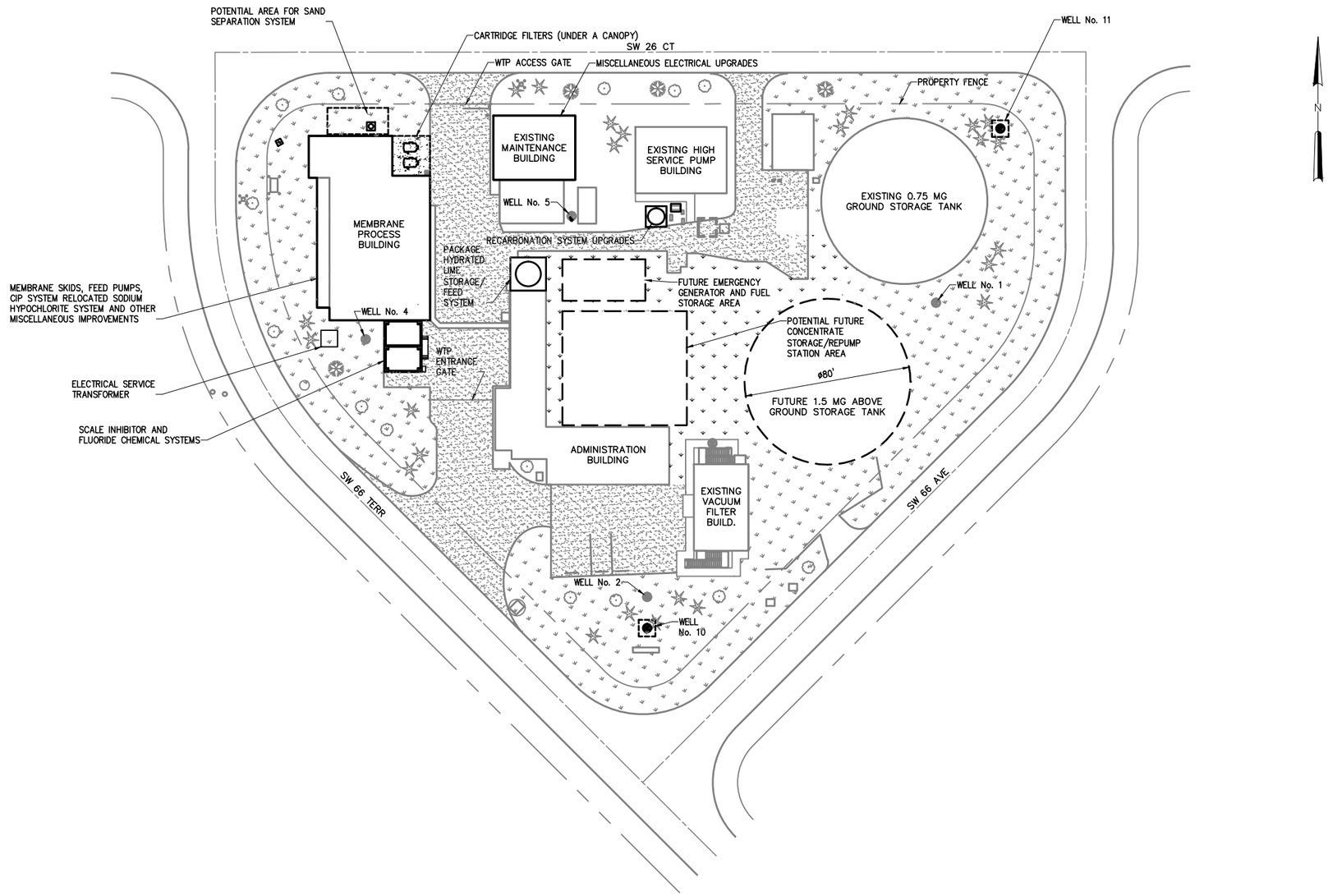

GENERAL NOTES:

1. EXISTING SITE PLAN FROM RECORD DRAWINGS AVAILABLE AT TIME OF DESIGN.
2. UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN FOR CLARITY. SEE DISCIPLINE DRAWINGS FOR EXISTING UTILITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THEIR EQUIPMENT AND FACILITIES.
4. MAIN ACCESS ROAD IS A COMMON ACCESS ROAD FOR OWNER, VENDORS, SUPPLIERS, VISITORS AND SAFETY VEHICLES. CONTRACTOR SHALL MAINTAIN ACCESS THROUGH MAIN ACCESS GATE AND MAIN ACCESS ROAD AT ALL TIMES.

LEGEND:

- EXISTING
- PROPOSED
- FUTURE
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING SOD
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SOD

1"=30'-0" 30 15 0 30'

NO.	DATE	ISSUED FOR	BY

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CHECKED JJP
PROJ. ENGR. T.V.

– P.E.
No. –

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Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE 1"=30'-0"

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
SITE PLAN EWTP BUILDOUT

DATE: OCTOBER 2014
SHEET: 8 OF –
DRAWING: G-8

PLOT DATE: 12/18/2014 10:27 AM BY: TBOCAS

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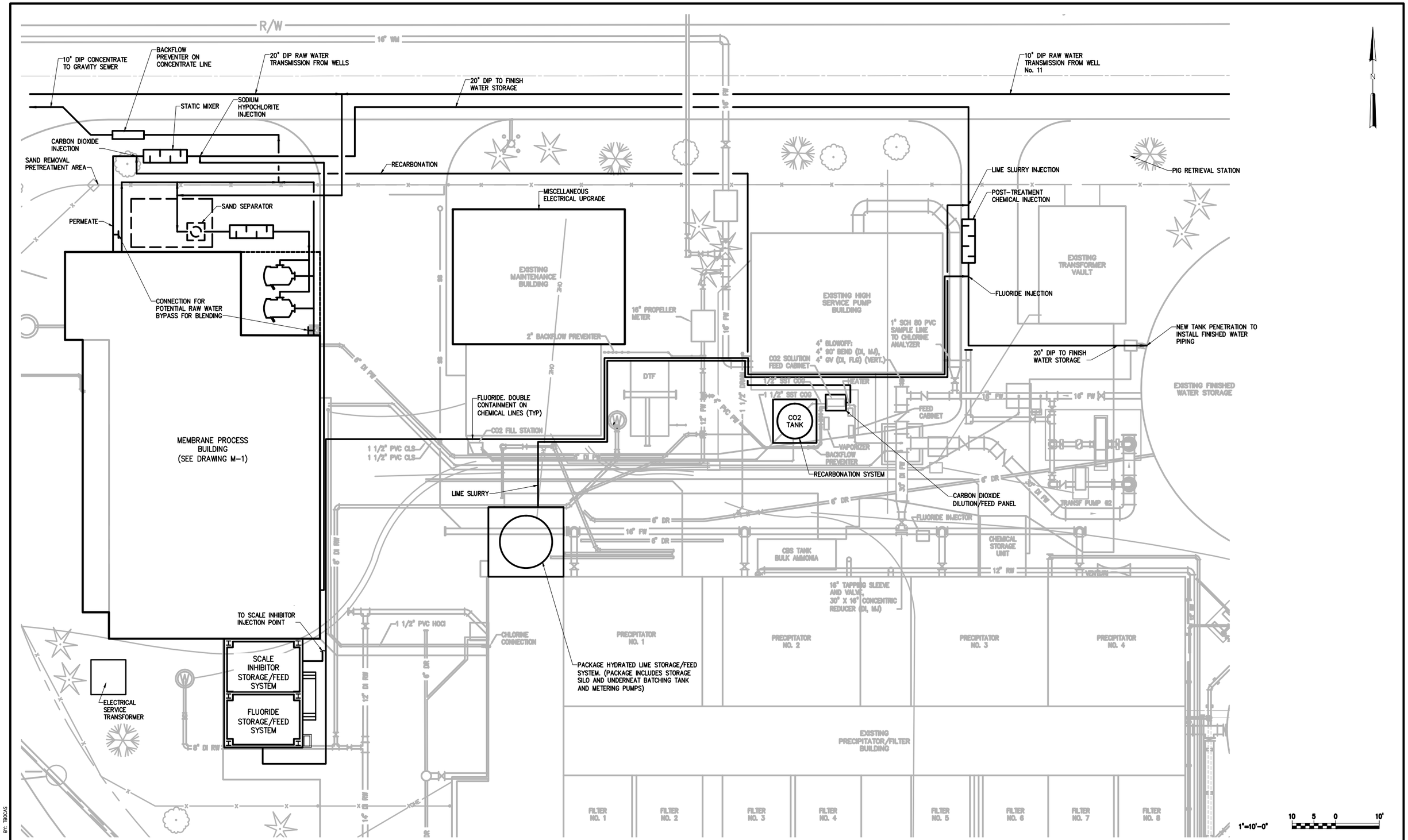

NO.	DATE	ISSUED FOR	BY

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PROJ. ENGR. T.V.

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No. –

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Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE 1"=10'

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

YARD PIPING PLAN UPGRADES

DATE: OCTOBER 2014
SHEET: 9 OF –
DRAWING: C-1

PLOT DATE: 12/22/2014 3:05 PM BY: TBOCAS

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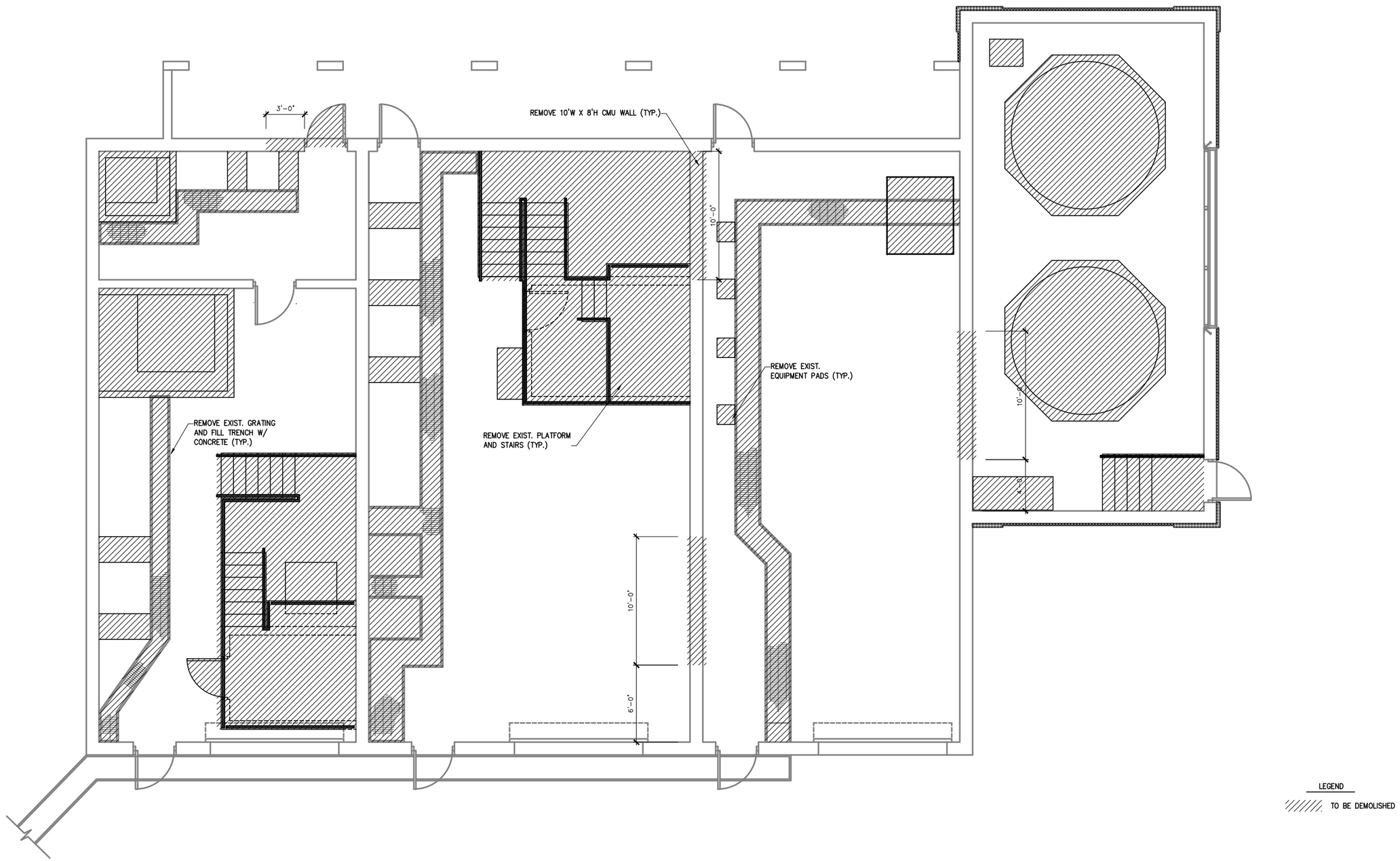

NO.	DATE	ISSUED FOR	BY

DESIGNED –
DRAWN RVB
CHECKED JJP
PROJ. ENGR. T.V.

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No. –

HAZEN AND SAWYER
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Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE 1/4"=1'-0"

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
MEMBRANE BUILDING DEMOLITION

DATE: OCTOBER 2014
SHEET: 10 OF –
DRAWING: S-4

PLOT DATE: 12/18/2014 10:27 AM BY: TBOCAS
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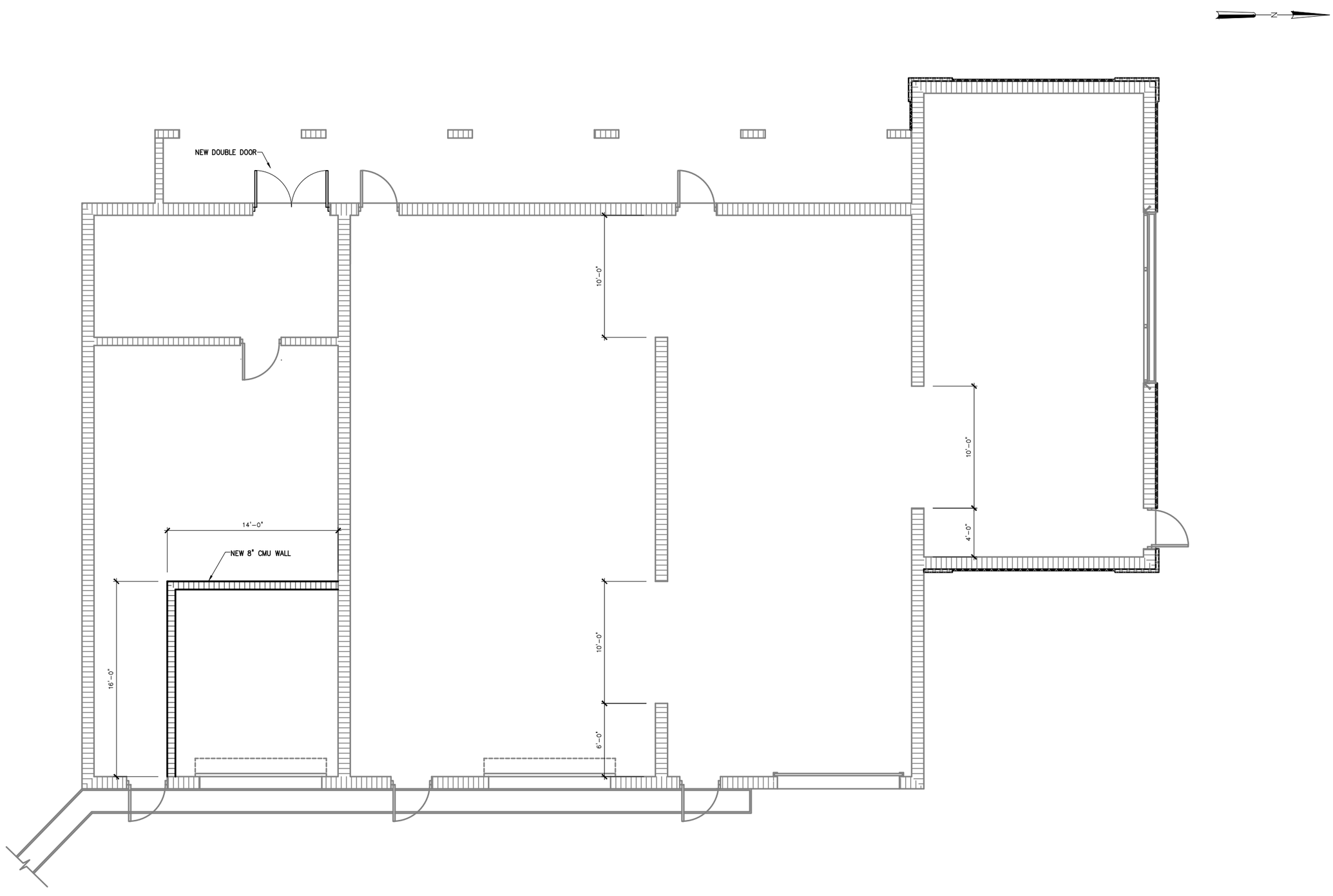

NO.	DATE	ISSUED FOR	BY

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PROJ. ENGR. T.V.

– P.E.
No. –

HAZEN AND SAWYER
Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE 1/4"=1'-0"

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
MEMBRANE BUILDING
PROPOSED PLAN

DATE: OCTOBER 2014
SHEET: 11 OF –
DRAWING: S-5

PLOT DATE: 12/18/2014 10:27 AM BY: TBOCAS
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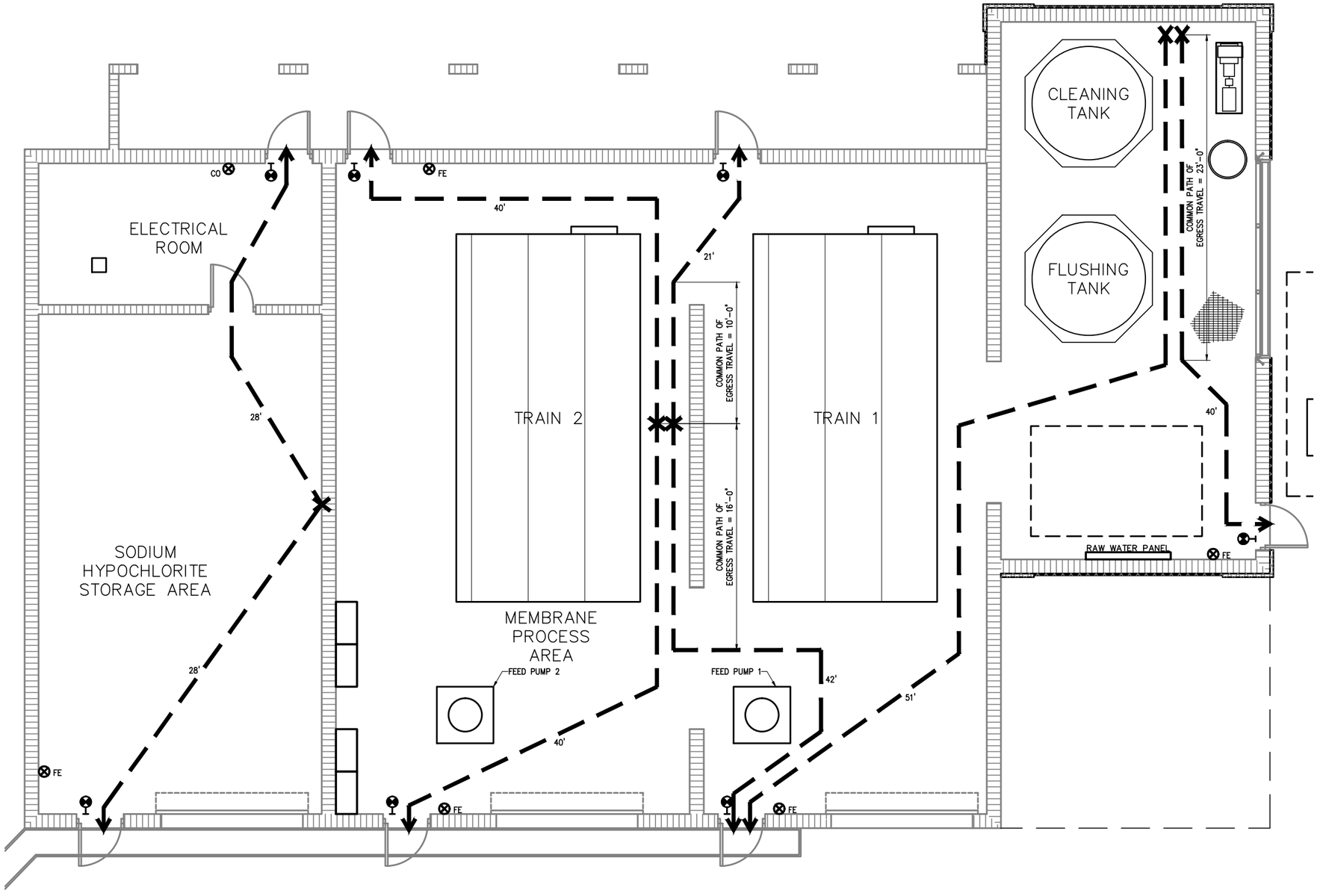

LIFE SAFETY ANALYSIS FOR MEMBRANE AREA

APPLICATION CODES:
FLORIDA BUILDING CODE 2010 EDITION
FLORIDA FIRE PREVENTION CODE 2010 EDITION
FLORIDA BUILDING CODE: EXISTING BUILDING 2010 EDITION

OCCUPANCY CLASSIFICATION:
GROUP F-3, FACTORY INDUSTRIAL SPECIAL PURPOSE (PER FBC 306.4)

OCCUPANT LOAD:
TOTAL OCCUPANT LOAD
MAX. ALLOWABLE OCCUPANT LOAD (FBC TABLE 1004.1.1):
300 SF PER OCCUPANT – GROSS
FLOOR LEVEL 3766 SF / 300 SF = 13 OCCUPANTS

EXIT ACCESS TRAVEL DISTANCE:
FACTORY INDUSTRIAL GROUP 'F-3' WITHOUT SPRINKLER SYSTEM
MAXIMUM TRAVEL DISTANCE TO EXIT = 300 FT (FFPC TABLE 40.2.6)

EXIT ACCESS COMMON PATH OF TRAVEL:
FACTORY INDUSTRIAL GROUP 'F-3' WITHOUT SPRINKLER SYSTEM
COMMON PATH OF TRAVEL = 50 FT (PER FBC 1032.3)

EXIT ACCESS SPACES WITH ONE MEANS OF EGRESS:
FACTORY INDUSTRIAL GROUP 'F-3' WITHOUT SPRINKLER SYSTEM
FLOOR LEVEL MAXIMUM OCCUPANT LOAD 49 PERSONS (PER FBC 1015.1)
ACTUAL MAXIMUM OCCUPANT LOAD = 13 PERSONS < 49 PERSONS

EXIT ACCESS DEAD END CORRIDORS:
FACTORY INDUSTRIAL GROUP 'F-3' WITHOUT SPRINKLER SYSTEM
20 FT MAXIMUM LENGTH (FBC 1018.4)

FIRE PROTECTION REQUIREMENTS:
(PER FBC 2010, TABLE 601 AND TABLE 602)

STRUCTURAL FRAME		"0 HRS"	
BEARING WALLS	(EXT)	"0 HRS"	
	(INT)	"0 HRS"	
NON BEARING WALLS	(EXT)	"0 HRS"	(FIRE SEPARATION DISTANCE > 30 FT PER TABLE 602)
NON BEARING WALLS	(INT)	"0 HRS"	
FLOOR CONSTRUCTION		"0 HRS"	
ROOF CONSTRUCTION		"0 HRS"	

FIRE EXTINGUISHER REQUIREMENTS:
HAZARD CLASSIFICATION = LOW HAZARD PER NFPA 10 – 5.4.1.1
OCCUPANCY HAZARD CLASSIFICATION = CLASS B PER NFPA 10–5.2.2 AND CLASS C PER NFPA 10 – 5.2.3
FIRE EXTINGUISHER: 20 LB / 10A–120 BC – DRY CHEMICAL FOR PROCESS AREA
DESIGN CRITERIA: 20LB/10 B:C – CARBON DIOXIDE FOR ELECTRICAL ROOM
CLASS A FIRE:
MAXIMUM TRAVEL DISTANCE = 75 FT
MAXIMUM FLOOR AREA = 11250 SF
NUMBER OF EXTINGUISHERS REQUIRED = 3766 SF / 11250 SF = 0.33
NUMBER OF EXTINGUISHERS PROVIDED = 2 20–A EXTINGUISHERS > 0.33
CLASS B FIRE:
MAXIMUM TRAVEL DISTANCE = 50 FT

SYMBOLS LEGEND

- ONE HOUR RATED WALL
- TWO HOUR RATED WALL
- THREE HOUR RATED WALL
- PATH OF EGRESS TRAVEL
- FEC — FIRE EXTINGUISHER & CABINET
- FE — WALL MTD. FIRE EXTINGUISHER
- CO — FIRE EXTINGUISHER–CARBON DIOXIDE
- EXIT SIGN WALLMOUNT

1/4"=1'-0"

1 0 1 2 3 7'

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PROJ. ENGR. T.V.

ORLANDO CASTRO P.E.
No. –

HAZEN AND SAWYER
Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE 1/4"=1'-0"

ENGINEERS PROJECT No. 40651–000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
MEMBRANE BUILDING LIFE SAFETY PLAN

DATE: OCTOBER 2014
SHEET: 12 OF –
DRAWING: A–1

PLOT DATE: 12/19/2014 10:27 AM BY: TBOCAS
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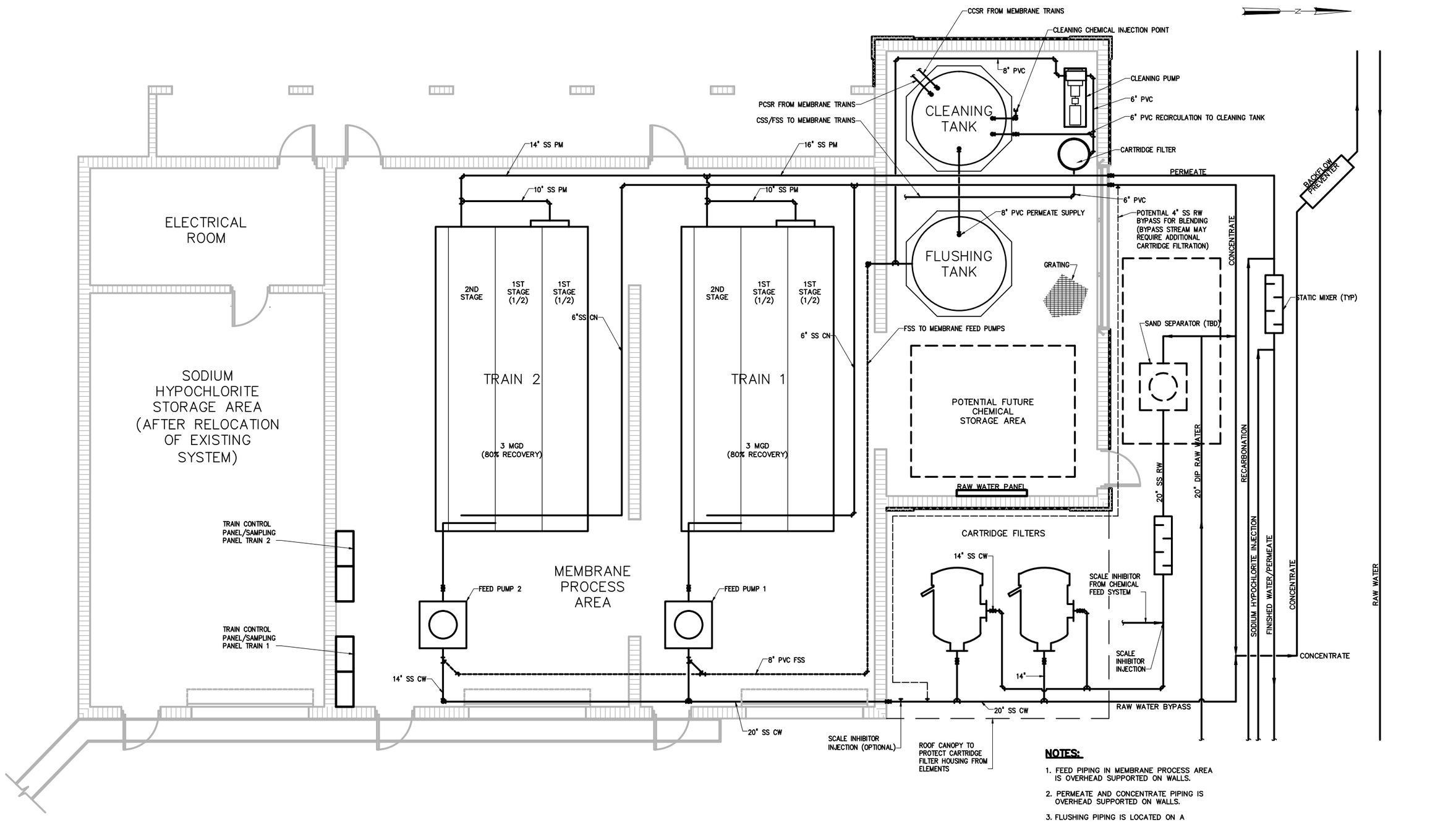

NOTES:

1. FEED PIPING IN MEMBRANE PROCESS AREA IS OVERHEAD SUPPORTED ON WALLS.
2. PERMEATE AND CONCENTRATE PIPING IS OVERHEAD SUPPORTED ON WALLS.
3. FLUSHING PIPING IS LOCATED ON A TRENCH BELOW GRADE.

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Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE 1/4"=1'-0"

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

PROPOSED MEMBRANE AREA PLAN

DATE: OCTOBER 2014
SHEET: 13 OF –
DRAWING: M-1

PLOT DATE: 12/22/2014 3:05 PM BY: TBOCAS

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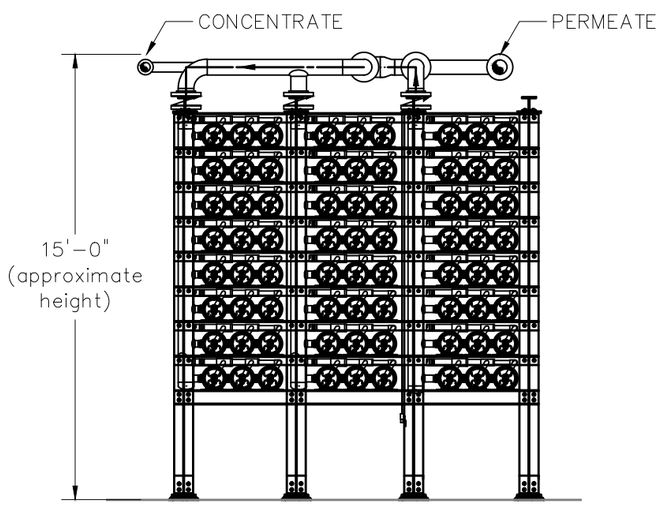
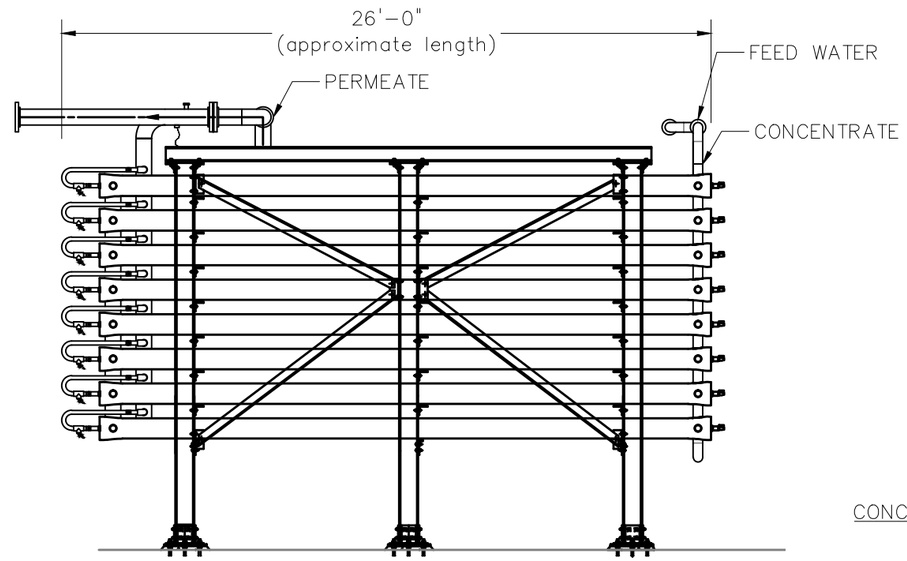
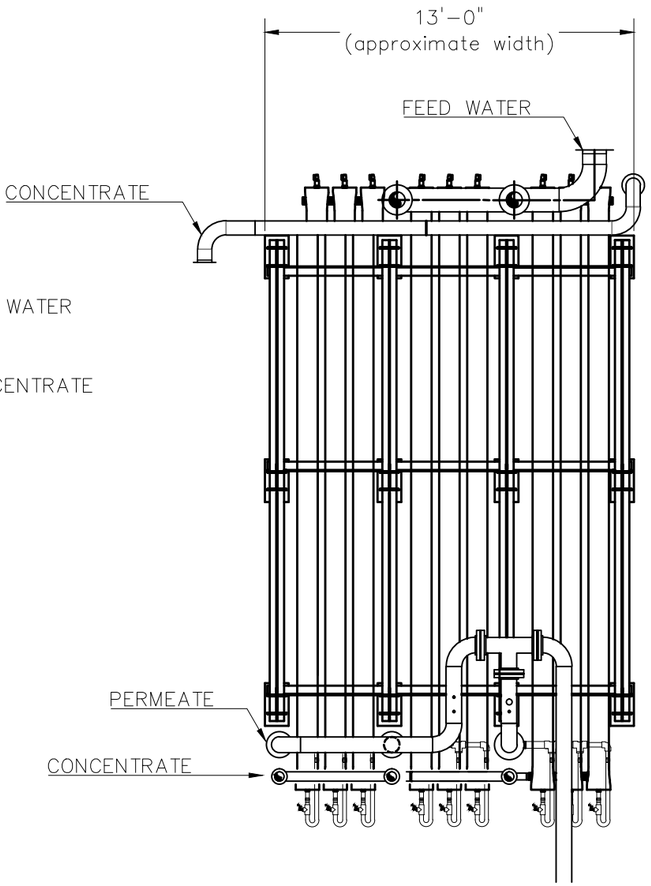


CONCEPTUAL SKID BACK ELEVATION
NTS



CONCEPTUAL SKID SIDE ELEVATION
NTS



CONCEPTUAL SKID PLAN
NTS

NOTES:
1. FIGURE IS NOT SHOWING SKID VALVES AND CLEANING AND FLUSHING CONNECTIONS FOR SIMPLICITY.

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SCALE NTS

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
TYPICAL MEMBRANE SKID
PLAN AND PROFILE

DATE: OCTOBER 2014
SHEET: 14 OF –
DRAWING: M-2

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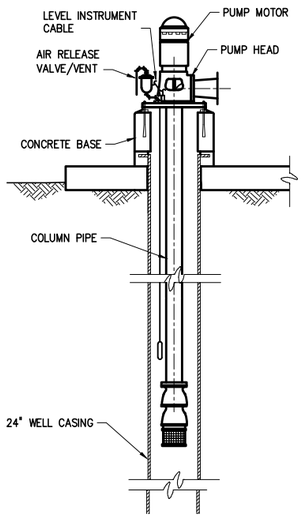
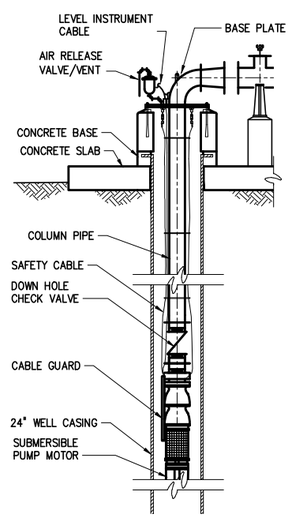


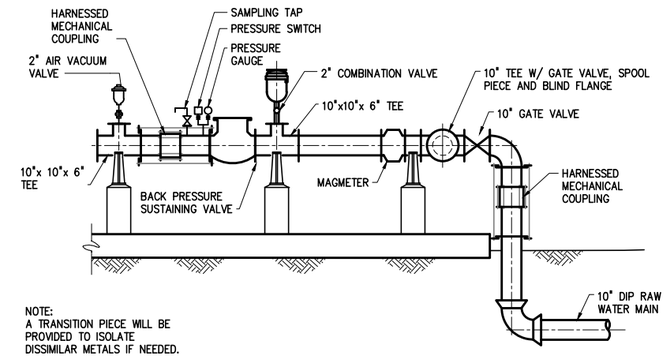
WELL SECTION–VERTICAL TURBINE LINE SHAFT

NTS



WELL SECTION–VERTICAL TURBINE SUBMERSIBLE

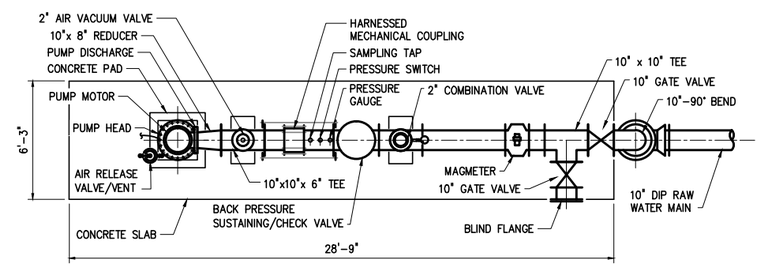
NTS



NOTE:
A TRANSITION PIECE WILL BE PROVIDED TO ISOLATE DISSIMILAR METALS IF NEEDED.

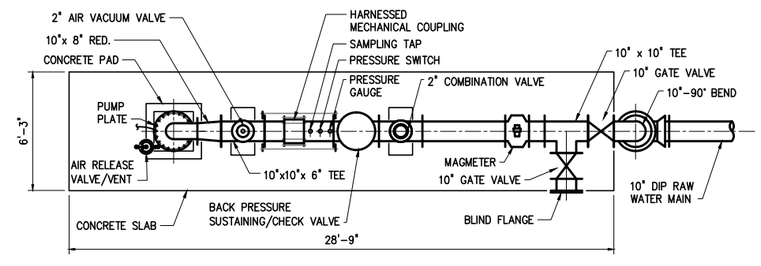
WELL HEAD–SECTION

NTS



WELLHEAD PLAN – VERTICAL TURBINE LINE SHAFT

NTS



WELLHEAD PLAN – VERTICAL TURBINE SUBMERSIBLE

NTS

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Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE: AS NOTED

ENGINEERS PROJECT No. 40651–000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

BISCAYNE PRODUCTION WELL – TYPICAL WELLHEAD PLAN AND SECTION

DATE: OCTOBER 2014
SHEET: 15 OF –
DRAWING: M–3

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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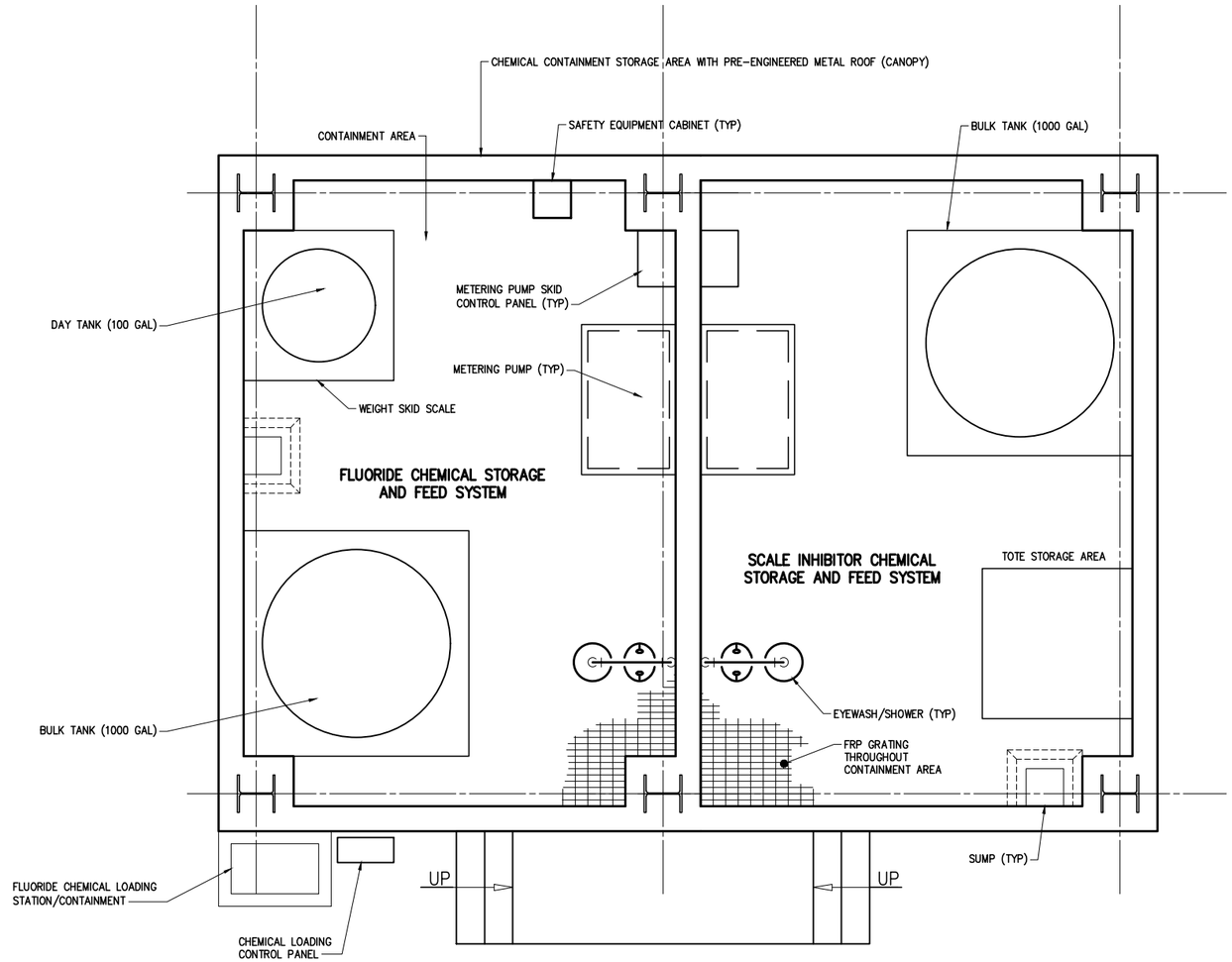

1/2"=1'-0"

12" 0 1 3'

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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SCALE 1/2"=1'-0"

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

SCALE INHIBITOR AND FLUORIDE CHEMICAL SYSTEMS

DATE: OCTOBER 2014
SHEET: 16 OF –
DRAWING: M-4

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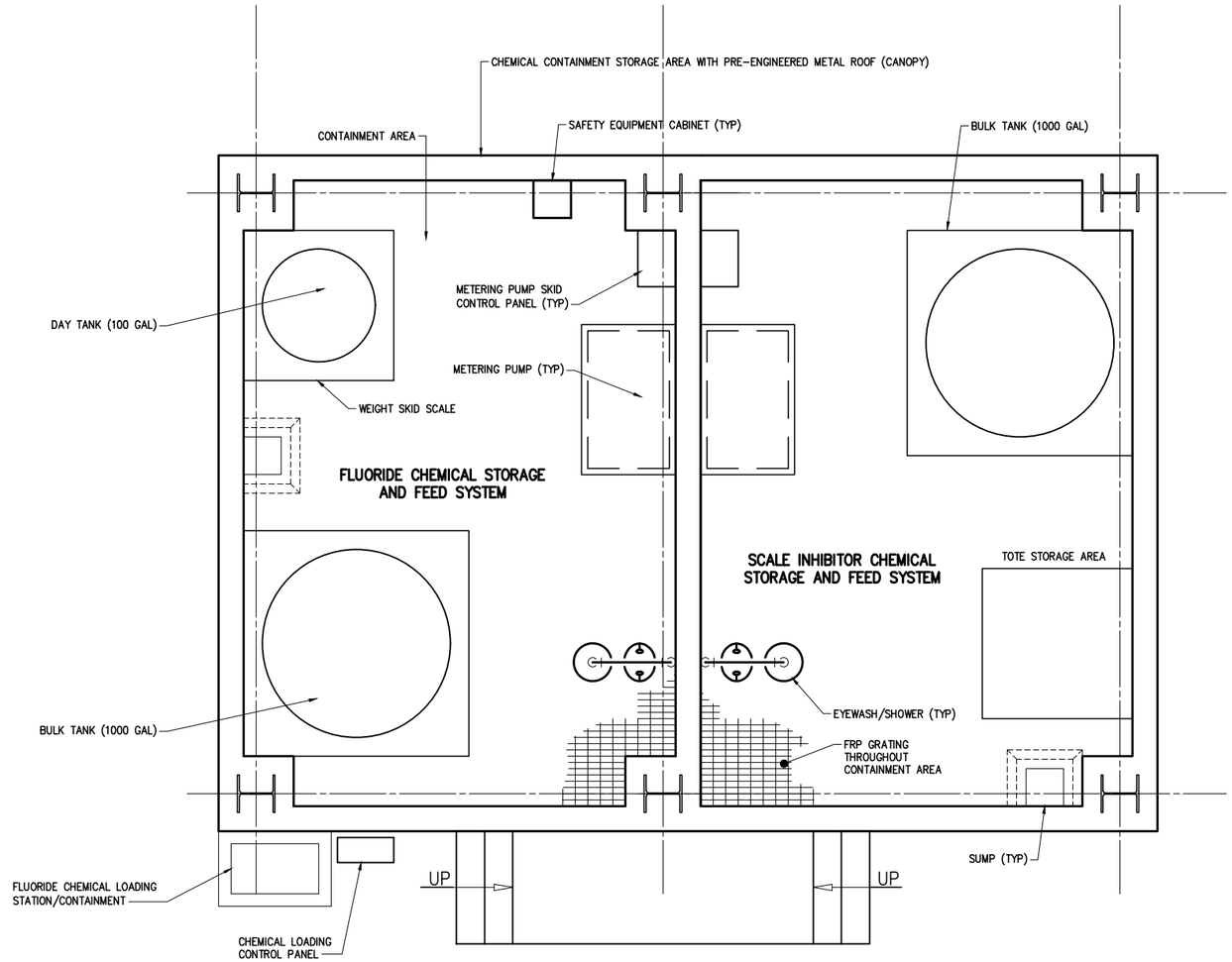

1/2"=1'-0"

12" 0 1 3'

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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CITY OF MIRAMAR
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MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

SCALE INHIBITOR AND FLUORIDE CHEMICAL SYSTEMS

DATE: OCTOBER 2014
SHEET: 16 OF –
DRAWING: M-4

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INSTRUMENT AND FUNCTION SYMBOLS

	PRIMARY LOCATION NORMALLY ACCESSIBLE TO OPERATOR	FIELD MOUNTED	AUXILLARY LOCATION NORMALLY ACCESSIBLE TO OPERATOR	NORMALLY INACCESSIBLE OR BEHIND THE PANEL DEVICES OR FUNCTIONS
FIELD/PANEL EQUIPMENT	XXX 000	XXX 000	XXX 000	XXX 000
SHARED DISPLAY, SHARED CONTROL (OIT)	XXX 000	XXX 000	XXX 000	XXX 000
PROGRAMMABLE LOGIC CONTROLLER	XXX 000	XXX 000	XXX 000	XXX 000
SUPERVISORY COMPUTER FUNCTION (HMI/SERVER)	ABC 12345	ABC 12345	ABC 12345	ABC 12345

SINGLE INSTRUMENT OR OTHER DEVICE HAVING MULTIPLE FUNCTIONS OR SHARING A COMMON HOUSING

XXXX YYY — SOFTWARE LOGIC OR CONTROL MODULE XXXX AND SUB-MODULE YYY RESIDENT IN DISTRIBUTED CONTROL SYSTEM (DCS) OR PROGRAMMABLE LOGIC CONTROLLER (PLC) REFER TO CONTRACT DOCUMENTS FOR CONTROL AND MODULE DESCRIPTIONS.

ZZZ — DESIGNATIONS OF CONTROL FUNCTIONS (ZZZ) ASSOCIATED WITH INSTRUMENT OR OTHER DEVICES.

AHC – AUTO/HOLD/CLOSE
AM – AUTO/MANUAL
DEV – DEVIATION
HOA – HAND/OFF/AUTO
MOA – MANUAL/OFF/AUTO
HOR – HAND/OFF/REMOTE
LOS – LOCKOUT STOP
LR – LOCAL/REMOTE
LOR – LOCAL/OFF/REMOTE
OO – ON/OFF
OC – OPEN/CLOSE
OSC – OPEN/STOP/CLOSED
POT – POTENTIOMETER
RL – RAISE/LOWER
RSL – RAISE/STOP/LOWER
SD – SHUTDOWN
SEL – SELECT
SP – SET POINT
SR – START/RESET
SS – START/STOP

* — INSTRUMENT PANEL MOUNTED WITH COMPUTING OR CONVERTING FUNCTION

CONVERT */*
E – VOLTAGE
I – CURRENT
P – PNEUMATIC
A – ANALOG
B – BINARY
H – HYDRAULIC
O – ELECTROMAGNETIC, SONIC
R – RESISTANCE (ELECT.)
D – DIGITAL

COMPUTE *
Σ SUMMING
△ SUBTRACTOR
X MULTIPLYING
÷ DIVIDING
√ ROOT EXTRACTION
K PROPORTIONAL
d/dt DERIVATIVE
X^n EXPONENTIAL
Σ/n AVERAGING
: RATIO
> HIGH SELECTING
< LOW SELECTING
∫ INTEGRAL
PID PID

XXX 000 — PANEL MOUNTED PILOT LIGHT

AIT 000 — ANALYZER, XXXX = TYPE

XXXX
ALK – ALKALINITY
CL_2 – CHLORINE CONCENTRATION
COMB – COMBUSTIBLE GAS
COND – CONDUCTIVITY
DO – DISSOLVED OXYGEN
H_2S – HYDROGEN SULFIDE
LEL – LOWER EXPLOSIVE LIMIT
O_2 – OXYGEN CONCENTRATION
O_3 – OZONE
ORP – OXIDATION/REDUCTION POTENTIAL
pH – HYDROGEN ION CONCENTRATION
TH – TOTAL HARDNESS
UV – ULTRAVIOLET

(*) ASTERISK IDENTIFIES FIELD INSTRUMENTS FURNISHED BY EQUIPMENT SUPPLIER

⊛ ASTERISK IDENTIFIES LOCAL CONTROL PANELS FURNISHED BY EQUIPMENT SUPPLIER

* — OPERATIONAL INTERLOCK

I — COMPLEX INTERLOCK
AND — AND LOGIC
— # = 1, 2, 3, etc. INTERLOCK NUMBER DESCRIPTION ON ON SAME SHEET
OR — OR LOGIC

VALVE AND ACTUATOR SYMBOLS

GENERIC VALVE
PLUG VALVE
GLOBE VALVE
BALL VALVE
BALL VALVE (3-WAY)
3-WAY VALVE (GENERAL)
PINCH VALVE
COMBINATION VACUUM AND PRESSURE RELIEF VALVE
BUTTERFLY VALVE
CHECK VALVE
BALL CHECK VALVE
DIAPHRAGM VALVE
NEEDLE VALVE
ANGLE VALVE
ROTARY VALVE
THROUGH PLUG VALVE
PRESSURE RELEIF OR SAFETY VALVE
VACUUM RELIEF VALVE
PRESSURE-REDUCING REGULATOR
BACKPRESSURE REGULATOR
BACKFLOW PREVENTER
SLUICE GATE
STOP/SLIDE GATE
STRAINER
BACKFLOW PREVENTER
ELECTRIC ACTUATOR
SOLENOID ACTUATOR
PNEUMATIC ACTUATOR
ELECTROPNEUMATIC ACTUATOR
ELECTROHYDRAULIC ACTUATOR
HAND WHEEL

INSTRUMENT SYMBOLS

MAGNETIC FLOW METER
VENTURI FLOW TUBE
TURBINE FLOW METER
ROTAMETER
ULTRASONIC FLOW METER
PADDLE WHEEL FLOW METER
VORTEX FLOW METER
POSITIVE DISPLACEMENT FLOW METER
PITOT TUBE
PARSHALL FLUME
WEIR
ORIFICE PLATE
STRAIGHTENING VANES
ULTRASONIC LEVEL SENSOR
SUBMERSIBLE LEVEL SENSOR
FLOAT TYPE LEVEL SWITCH
TAPPED RING SEAL
DIAPHRAGM SEAL
FULL LINE RING SEAL
VALVED TAP
RTD AND THERMOWELL
RADAR LEVEL SENSOR (UNGUIDED)
RADAR LEVEL SENSOR (GUIDED)
CAPACITANCE LEVEL SENSOR

LINETYPE LEGEND

MAJOR PROCESS PIPES OR CHANNELS
SECONDARY PROCESS OR MECHANICAL CONNECTIONS
CAPILLARY OR IMPULSE TUBING
AIR SUPPLY OR SIGNAL
HYDRAULIC SUPPLY OR SIGNAL
ELECTRICAL SIGNAL
DATA LINK OR INTERNAL SOFTWARE LINK

PUMP AND EQUIPMENT SYMBOLS

CENTRIFUGAL PUMP
CENTRIFUGAL WET PIT PUMP (SUBMERSIBLE)
BLOWER (CENTRIFUGAL)
GEAR PUMP OR BLOWER (POSITIVE DISPLACEMENT)
PROGRESSIVE CAVITY PUMP
SCREW PUMP
PISTON PUMP
DIAPHRAGM PUMP
VERTICAL PUMP
SUBMERSIBLE VERTICAL PUMP
CHEMICAL FEED PUMP
COMPRESSOR
MIXER
TURBINE
EMERGENCY SHOWER/EYEWASH
TRUCK
BELT TRACKING SYSTEM
GRAVITY BELT THICKENER
SCREW CONVEYOR (SHAFTLESS)
SCREW CONVEYOR (SHAFT)
BELT CONVEYOR
BELT TRACKING SYSTEM
BELT FILTER PRESS

INSTRUMENT/DEVICE IDENTIFICATION LETTERS

	FIRST-LETTER		SUCCEEDING-LETTERS		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		
B	BURNER, COMBUSTION				
C				CONTROL	CLOSE/CLOSED
D		DIFFERENTIAL			
E	VOLTAGE		SENSOR (PRIMARY ELEMENT)		
F	FLOW RATE	RATIO (FRACTION)			
G	GAUGE		GLASS, VIEWING DEVICE		
H	HAND				HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME, TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT		LOW
M		MOMENTARY			MIDDLE, INTERMEDIATE
N	TORQUE				
O			ORIFICE, RESTRICTION		OPEN/OPENED
P	PRESSURE, VACUUM		POINT (TEST) CONNECTION		
Q	QUANTITY	INTEGRATE, TOTALIZE			
R	RUN		RECORD & STORE	REPORT	
S	SPEED, FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION, VOLUME MECHANICAL ANALYSIS			VALVE, DAMPER, LOUVER	
W	WEIGHT, FORCE		WELL		
X	FAILURE OR TROUBLE	X AXIS			
Y	EVENT, STATE OR PRESENCE	Y AXIS		COMPUTE, CONVERT, RELAY	
Z	POSITION, DIMENSION	Z AXIS		DRIVER, ACTUATOR, FINAL CONTROL ELEMENT	

MISCELLANEOUS SYMBOLS

DRAWING REFERENCE (I-XXX)
LOOP/CONTROL STRATEGY TAG (XXX_YYYY)
EQUIPMENT TAG (XXX_YYYY)
PLC OR DCS ANALOG INPUT
PLC OR DCS ANALOG OUTPUT
PLC OR DCS DISCRETE INPUT
PLC OR DCS DISCRETE OUTPUT
MOTOR
VENT
DRAIN
FILTER
AIR FILTER
STATIC MIXER
INJECTOR
PULSATION DAMPENER
CALIBRATION CYLINDER
HORN
HORN/STROBE
RUPTURE DISK
REDUCER
PIPE MATERIAL CHANGE
QUICK CONNECT
BLIND FLANGE
EXPANSION TANK

SAMPLE LOOP DIAGRAM ISA EXPANDED FORMAT

FIELD PROCESS AREA | LCP-I/O CABINET SIDE | LCP-I/O CABINET REAR | LCP-I/O CABINET FRONT | OIT | CONSOLE (HMI)/HISTORIAN (SERVER)

TRANSMITTER:
MODEL
SPEC. No.
ELEVATION 5 FT ABOVE GRADE
ORIFICE I.D.=X.XX
B RATION=0.XX
FE 000
NOTE 3
FIT 000
4-20 mADC
0-100
JB 30
3-15 PSIG
FY 000
AS
100 PSIG
AS 20 PSIG
NOTE 2
FV 000
VALVE:
MODEL
BODY/PORT SIZE
SPEC. No.
TRANSDUCER
MODEL:
SPEC. No.
NOTE 4
NOTE 5
PLC No.
RACK No.
SLOT No.
A5 A6
PR-20
JB 40
XX Ω
4-20 mADC
CONTROLLER:
MODEL
CASE/POS
SPEC. No.
FIC 000
FIK 000
SP
FIR 000
FIK 000
SP
0-XXXX – INSTRUMENT RANGE
– DIRECT ACTING INPUT SIGNAL
– REVERSE ACTING OUTPUT SIGNAL
FREQUENCY:
CONTROL
DATA STORAGE
REPORT

NOTES:
1. FV__3011 FULLY OPEN AT 3 PSIG AND FULLY CLOSED AT 15 PSIG.
2. STAND MOUNT PER INSTRUMENT STANDARD, BUT NOT ON THE CONTROL VALVE.
3. FE__3011 REQUIRES 10 PIPE DIAMETERS UPSTREAM AND 5 PIPE DIAMETERS DOWNSTREAM OF STRAIGHT PIPE.
4. COPPER BUS BAR, DRILLED AN TAPPED FOR GROUND CONNECTIONS
5. LIGHTNING AND SURGE ARRESTOR

NO.	DATE	ISSUED FOR	BY

DESIGNED L.P.A.
DRAWN L.P.A.
CHECKED E.P.C.
PROJ. ENGR. T.V.

LUIS P. AMARAL
No. 47573

HAZEN AND SAWYER
Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

SYMBOLS AND LEGENDS

DATE: OCTOBER 2014
SHEET: 17 OF –
DRAWING: I-1

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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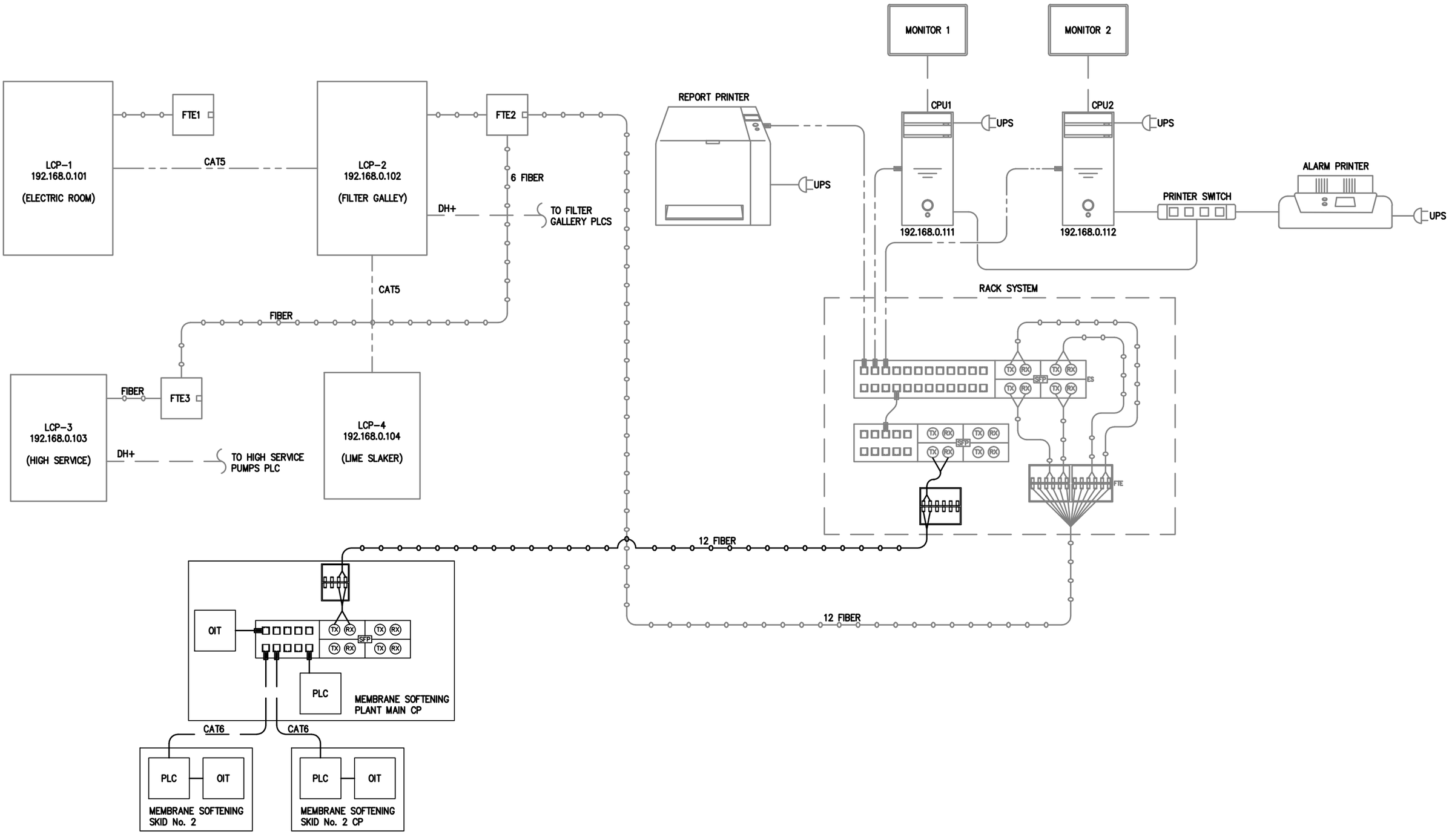

NO.	DATE	ISSUED FOR	BY

DESIGNED –
DRAWN RVB
CHECKED JJP
PROJ. ENGR. T.V.

– P.E.
No. –

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4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE
NTS

ENGINEERS PROJECT No.
40651-000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

SYSTEM BLOCK DIAGRAM

DATE: OCTOBER 2014
SHEET: 18 OF –
DRAWING: I-2

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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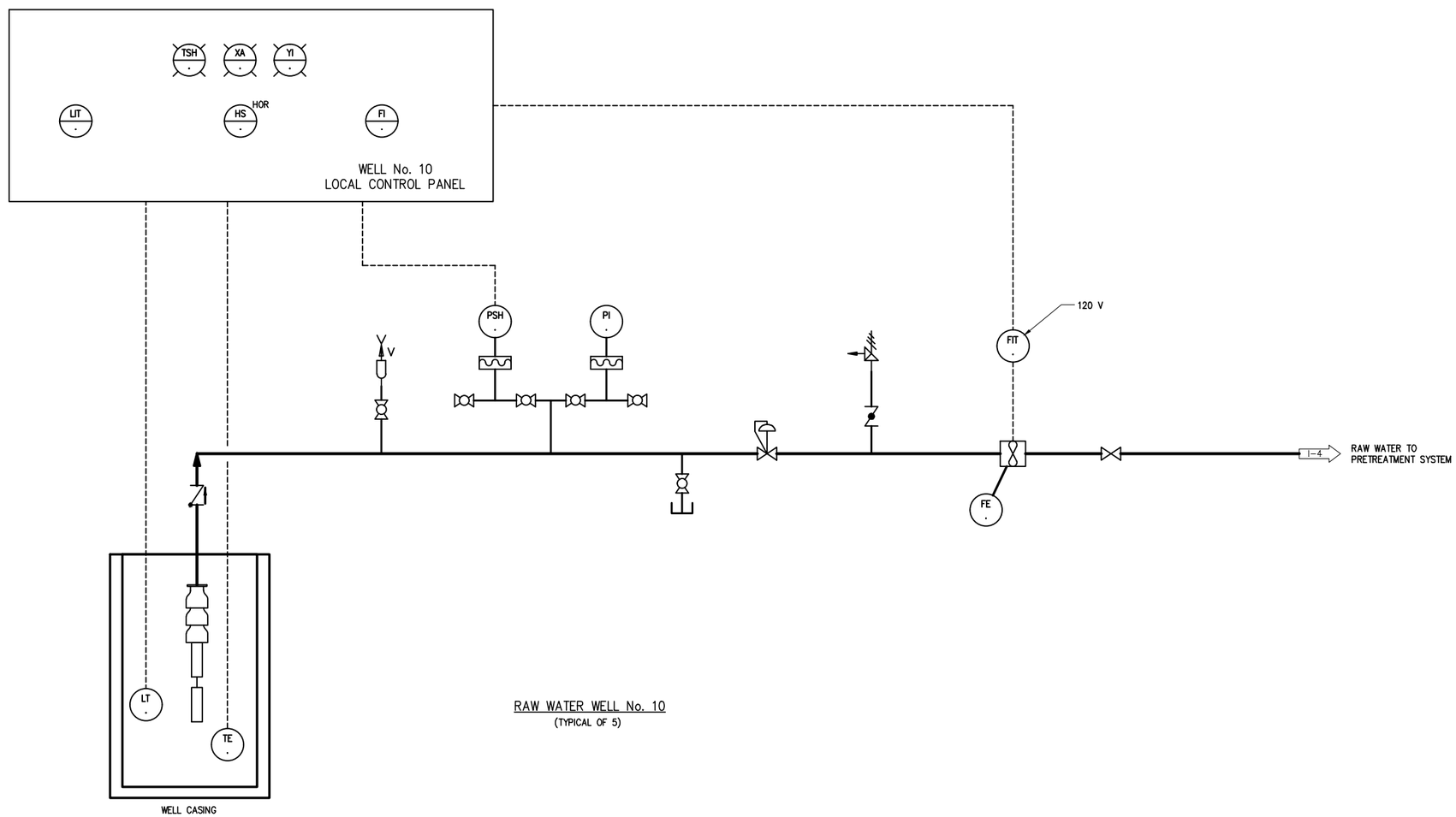

RAW WATER WELL No. 10
(TYPICAL OF 5)

NO.	DATE	ISSUED FOR	BY

DESIGNED L.P.A.
DRAWN L.P.A.
CHECKED E.P.C.
PROJ. ENGR. T.V.

LUIS P. AMARAL
No. 47573

HAZEN AND SAWYER
Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE

ENGINEERS PROJECT No.
40651-000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
WELL FIELD

DATE: OCTOBER 2014
SHEET: 19 OF –
DRAWING: I-3

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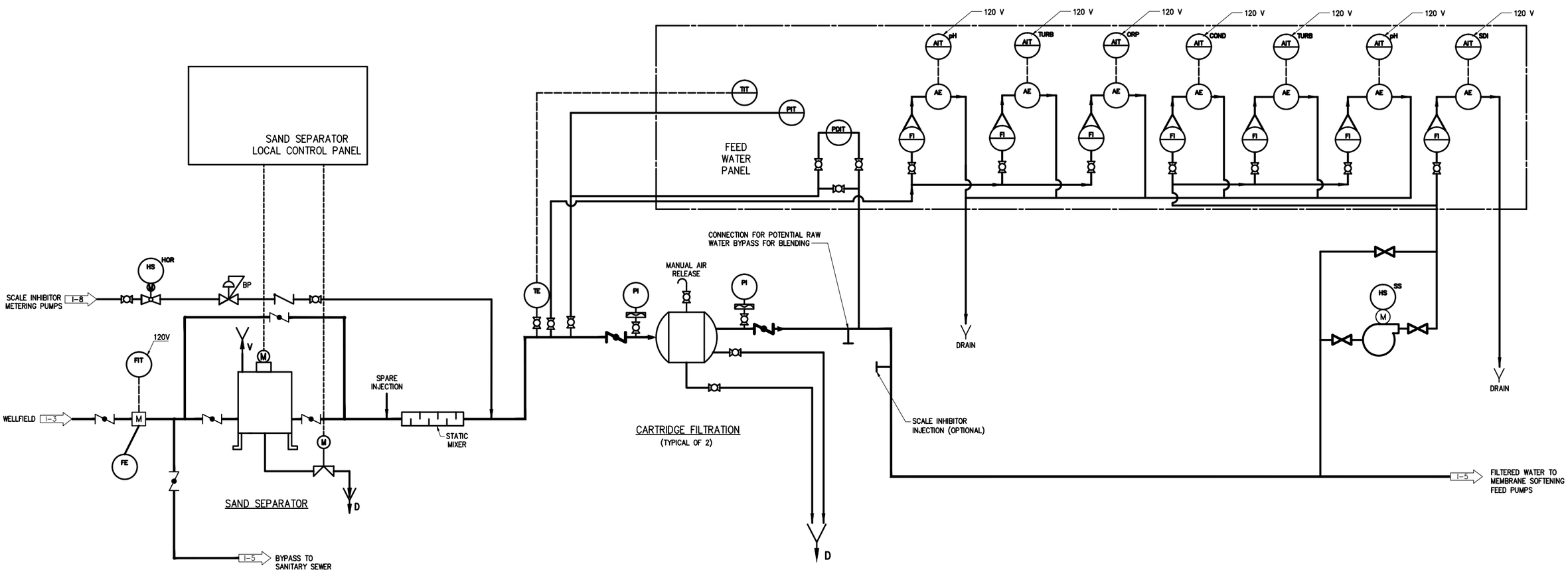

NO.	DATE	ISSUED FOR	BY

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LUIS P. AMARAL
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SCALE

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40651-000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
PRETREATMENT SYSTEM

DATE: OCTOBER 2014
SHEET: 20 OF –
DRAWING: I-4

PLOT DATE: 12/22/2014 3:06 PM BY: TBOCAS

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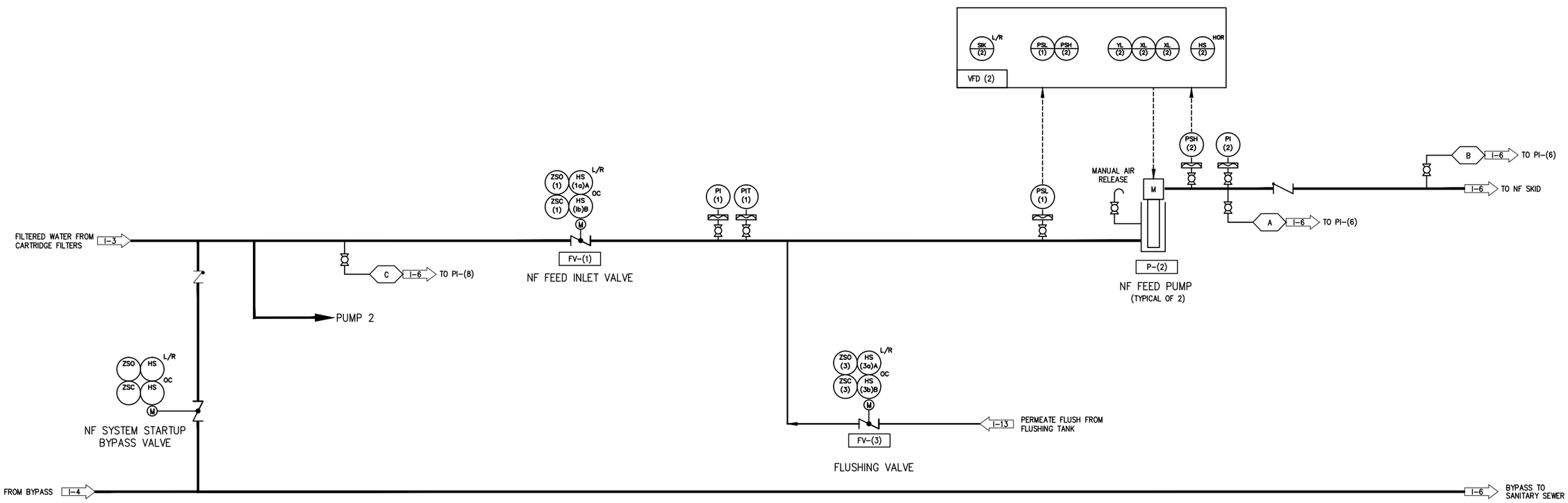

EQUIPMENT NUMBERS			
SKID No.	(1)	(2)	(3)
1			
2			

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

NO.	DATE	ISSUED FOR	BY

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LUIS P. AMARAL
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HAZEN AND SAWYER
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Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE

ENGINEERS PROJECT No.
40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
MEMBRANE SOFTENING SKID FEED WATER

DATE: OCTOBER 2014
SHEET: 21 OF –
DRAWING: I-5

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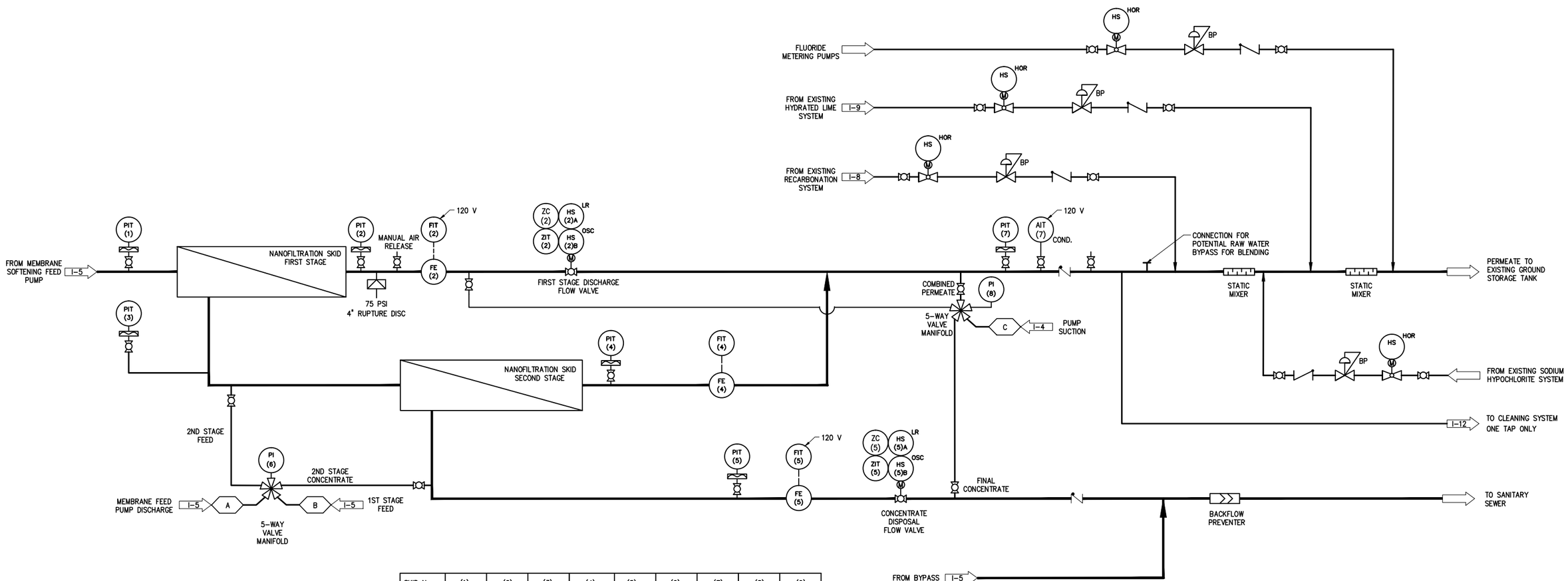

SKID No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1									
2									

NO.	DATE	ISSUED FOR	BY

DESIGNED L.P.A.
DRAWN L.P.A.
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PROJ. ENGR. T.V.

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Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE

ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

MEMBRANE SOFTENING SKID UNITS

DATE: OCTOBER 2014
SHEET: 22 OF —
DRAWING: I-6

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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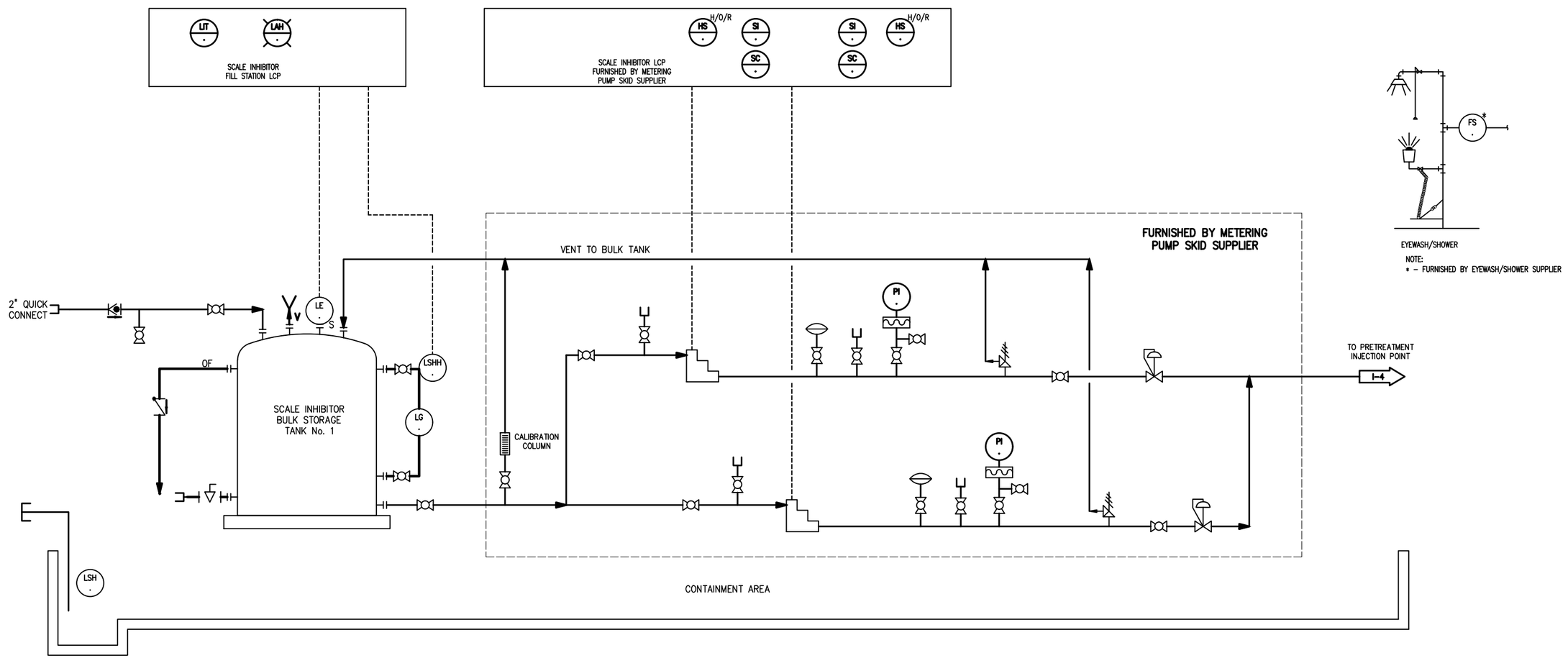

NO.	DATE	ISSUED FOR	BY

DESIGNED L.P.A.
DRAWN L.P.A.
CHECKED E.P.C.
PROJ. ENGR. T.V.

LUIS P. AMARAL
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4000 Hollywood Boulevard, Suite 750N
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SCALE

ENGINEERS PROJECT No.
40651-000

CITY OF MIRAMAR
DEPARTMENT OF
PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

SCALE INHIBITOR SYSTEM

DATE: OCTOBER 2014
SHEET: 23 OF –
DRAWING: I-7

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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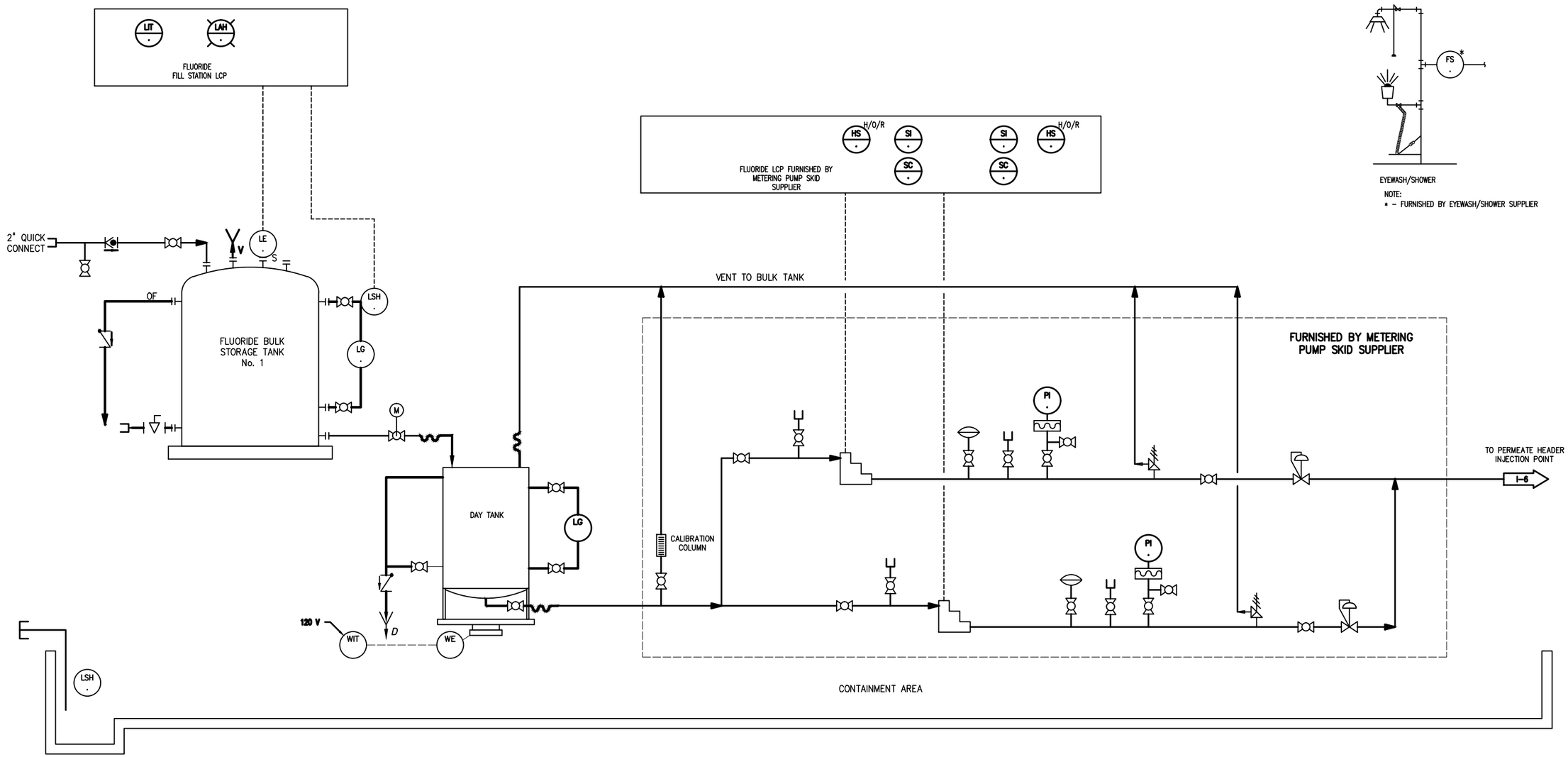

NO.	DATE	ISSUED FOR	BY

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DRAWN L.P.A.
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PROJ. ENGR. T.V.

LUIS P. AMARAL
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SCALE

ENGINEERS PROJECT No.
40651-000

CITY OF MIRAMAR
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PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE
FLUORIDE SYSTEM

DATE: OCTOBER 2014
SHEET: 24 OF –
DRAWING: I-8

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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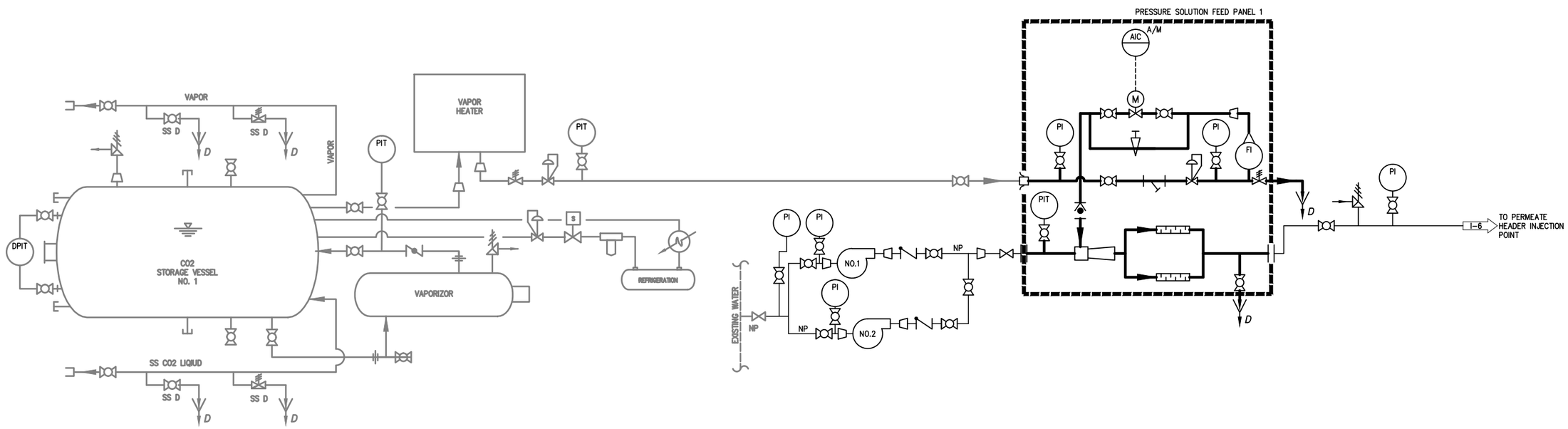

NO.	DATE	ISSUED FOR	BY

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DRAWN L.P.A.
CHECKED E.P.C.
PROJ. ENGR. T.V.

LUIS P. AMARAL
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ENGINEERS PROJECT No.
40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

RECARBONATION SYSTEM

DATE: OCTOBER 2014
SHEET: 25 OF –
DRAWING: I-9

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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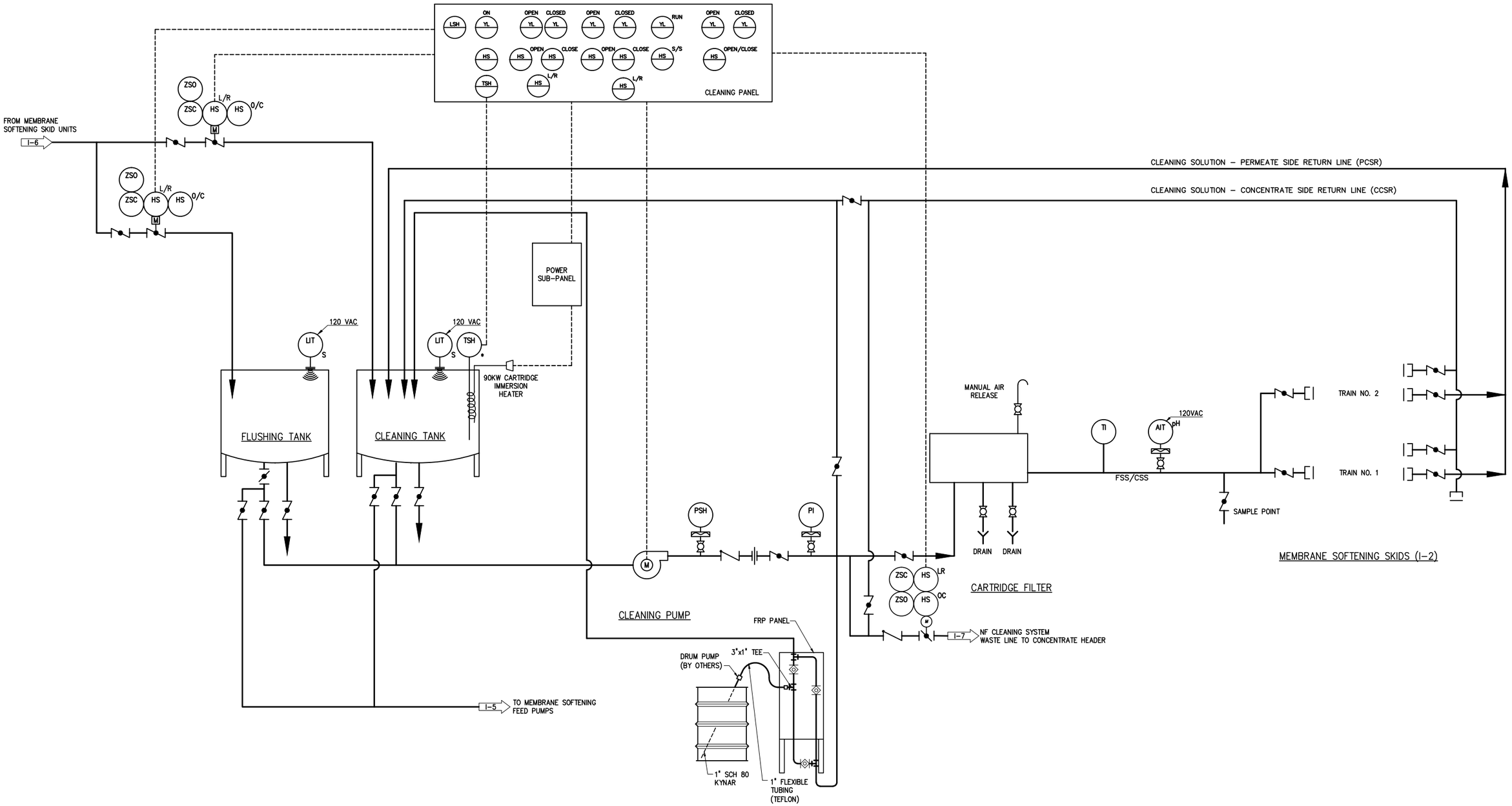

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PROJ. ENGR. T.V.

LUIS P. AMARAL
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ENGINEERS PROJECT No. 40651-000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

MEMBRANE CLEANING SYSTEM

DATE: OCTOBER 2014
SHEET: 26 OF –
DRAWING: I-10

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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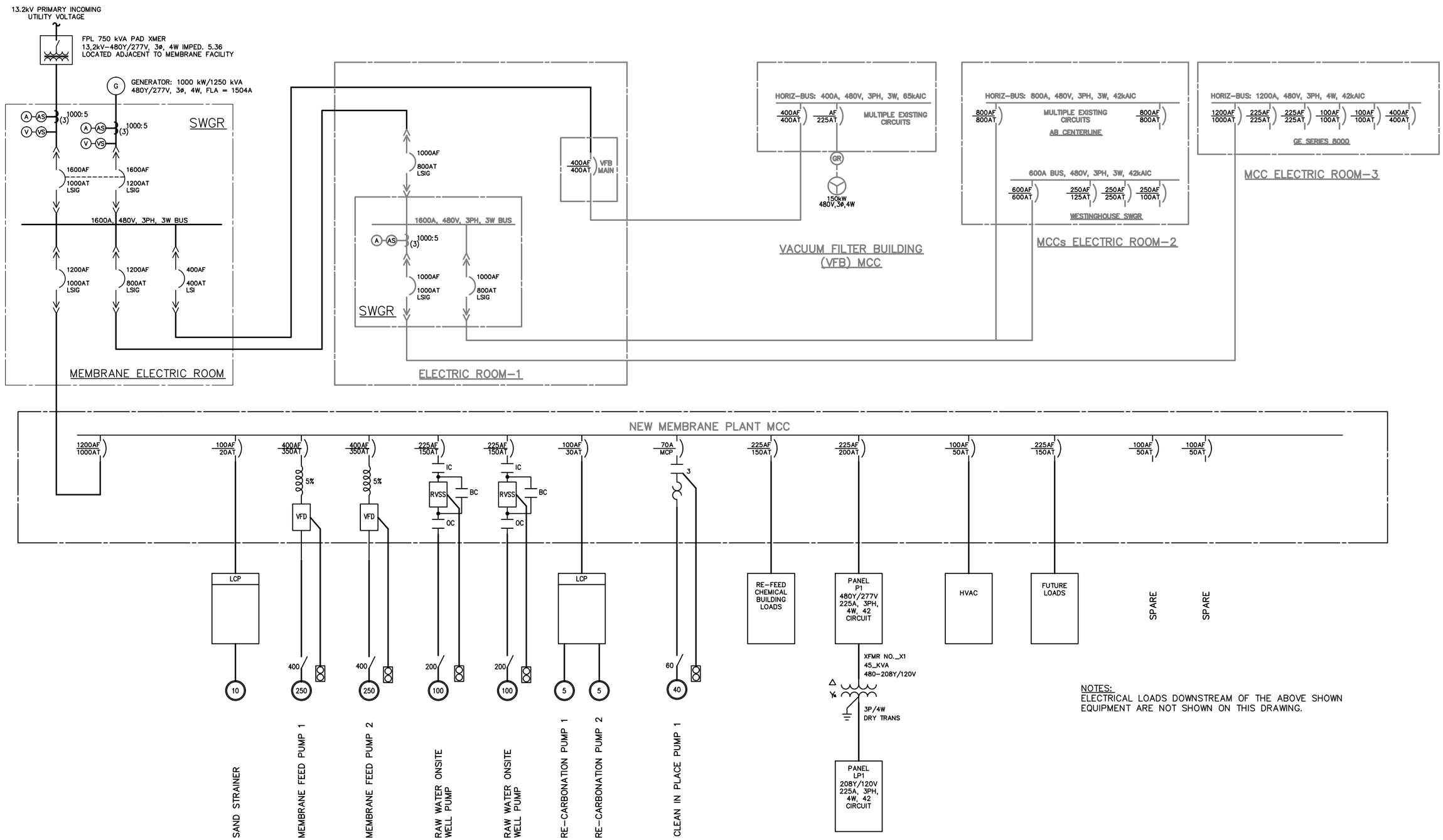

NOTES:
ELECTRICAL LOADS DOWNSTREAM OF THE ABOVE SHOWN EQUIPMENT ARE NOT SHOWN ON THIS DRAWING.

NO.	DATE	ISSUED FOR	BY

DESIGNED JMB
DRAWN JMB
CHECKED JCB
PROJ. ENGR. JCB

JOHN C. BURKE P.E.
No. 17301

HAZEN AND SAWYER
Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE NTS

ENGINEERS PROJECT No. 40651–000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

ELECTRICAL SINGLE LINE DIAGRAM
PREFFERED

DATE: OCTOBER 2014
SHEET: 27 OF –
DRAWING: E–3A

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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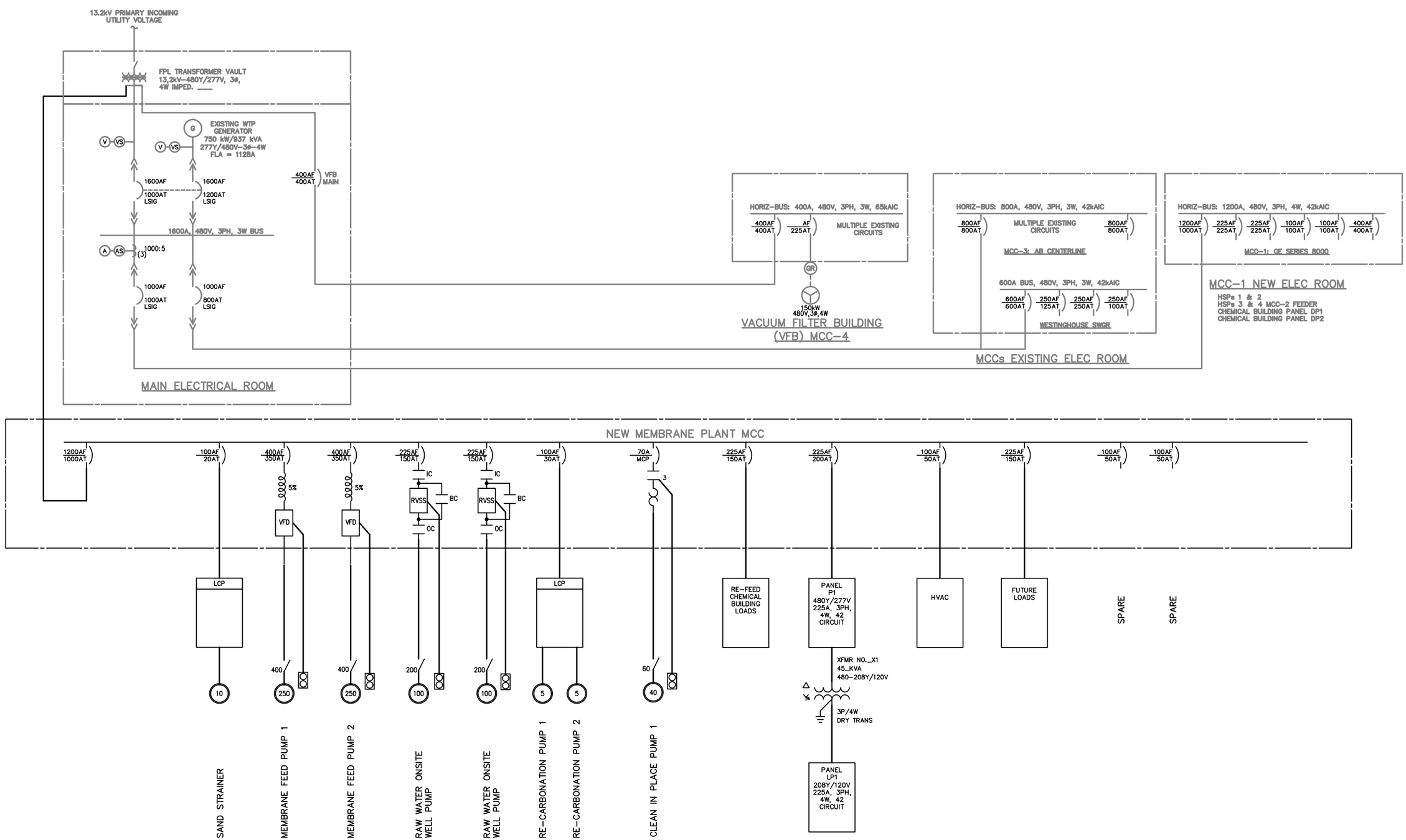

NO.	DATE	ISSUED FOR	BY

DESIGNED JMB
DRAWN JMB
CHECKED JCB
PROJ. ENGR. JCB

JOHN C. BURKE P.E.
No. 17301

HAZEN AND SAWYER
Environmental Engineers & Scientists
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Certificate of Authorization Number: 2771

SCALE NONE

ENGINEERS PROJECT No. 40651–000

CITY OF MIRAMAR
DEPARTMENT OF PUBLIC WORKS/UTILITIES

MIRAMAR EAST WATER TREATMENT PLANT
UPGRADE

ELECTRICAL SINGLE LINE DIAGRAM ALTERNATE 1

DATE: OCTOBER 2014
SHEET: 28 OF –
DRAWING: E–3B

PLOT DATE: 12/18/2014 10:28 AM BY: TBOCAS

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Appendix B

Monthly Operating Report Data – Raw Water Quality

HAZEN AND SAWYER
Environmental Engineers & Scientists

Lime Softening Water Treatment Plant Monthly Operational Report.

Name of Plant: City of Miramar Lime Softening Water Treatment Plant
Plant Address: 2600 S.W. 66th Terr. Miramar, Fl. 33023
County: Broward **I.D. # 4060925-1** Tel # **954 548-0180** **Total Meters Serviced** 13,755
Design Flow: 6.3MGD **Water Use Permit Number: 06-00054-W**

MONTH			Plant	Raw	Finish	Filter Run Times			Water	Lime	Chlorine	Fluoride	Polymer	Phosphate	Ammonia	Lime	Chlorine	Fluoride	Polymer	Ammonia	Phos.
June, 2013	MAX		24	4.110	3.905	336	96	72	160	4586	520	157	6.57	0.00	68.00	127	15.95	0.90	0.20	2.14	0.00
	MIN		24	3.700	3.515	72	48	24	40	3617	221	131	5.26	0.00	0.00	101	6.83	0.76	0.16	0.00	0.00
	AVG		24	3.907	3.712	191	73	46	127	4306	356	144	6.00	0.00	27.88	119	10.94	0.83	0.18	0.89	0.00
July, 2013	MAX		24	4.120	3.914	360	120	72	160	5240	367	169	6.39	0.00	20.50	153	11.34	0.93	0.20	0.63	0.00
	MIN		24	3.540	3.363	0	0	0	0	3570	244	105	5.13	0.00	7.00	97	7.48	0.62	0.16	0.22	0.00
	AVG		24	3.898	3.703	196	80	50	116	4335	296	131	6.01	0.00	12.89	120	9.10	0.76	0.18	0.42	0.00
August, 2013	MAX		24	4.050	3.848	264	96	72	190	4608	442	182	6.53	0.00	27.00	130	13.84	1.09	0.21	0.89	0.00
	MIN		24	3.510	3.335	72	48	24	40	3855	279	78	5.50	0.00	0.00	111	8.76	0.46	0.17	0.00	0.00
	AVG		24	3.835	3.643	191	73	54	119	4181	372	138	5.99	0.00	22.08	118	11.64	0.82	0.19	0.72	0.00
September, 2013	MAX		24	3.850	3.658	264	120	72	160	4542	382	238	6.74	0.00	26.90	133	12.09	1.51	0.21	0.90	0.00
	MIN		24	3.440	3.268	96	72	24	80	3616	276	101	5.17	0.00	22.80	102	8.97	0.60	0.17	0.78	0.00
	AVG		24	3.756	3.569	190	75	54	116	4062	328	147	5.84	0.00	25.34	117	10.45	0.89	0.19	0.85	0.00
October, 2013	MAX		24	3.950	3.753	240	120	96	160	4418	362	153	6.26	0.00	26.00	129	12.37	0.93	0.20	0.86	0.00
	MIN		24	3.230	3.069	0	0	0	0	3702	275	92	5.33	0.00	20.90	106	8.80	0.57	0.18	0.76	0.00
	AVG		24	3.768	3.580	170	81	54	96	4032	321	136	5.93	0.00	24.12	116	10.23	0.82	0.19	0.81	0.00
November, 2013	MAX		24	3.930	3.734	240	96	72	160	4920	377	147	6.43	0.00	29.50	139	11.56	0.89	0.20	0.96	0.00
	MIN		24	3.610	3.430	48	48	24	40	3621	275	114	4.79	0.00	23.10	104	8.75	0.69	0.15	0.77	0.00
	AVG		24	3.831	3.639	181	75	52	112	4161	321	134	5.93	0.00	26.68	117	10.05	0.80	0.19	0.88	0.00
December, 2013	MAX		24	3.920	3.724	264	96	72	160	4619	350	147	6.43	0.00	30.15	132	11.34	0.89	0.20	1.01	0.00
	MIN		24	3.450	3.278	120	72	48	80	2900	272	115	5.05	0.00	26.10	85	8.92	0.70	0.17	0.89	0.00
	AVG		24	3.733	3.546	187	75	57	112	3970	308	124	5.81	0.00	28.00	115	9.90	0.75	0.19	0.95	0.00
January, 2014	MAX		24	3.950	3.753	312	96	72	200	4140	344	151	6.13	0.00	30.50	128	10.63	0.98	0.21	1.08	0.00
	MIN		24	3.320	3.154	72	48	24	40	3505	259	118	5.13	0.00	22.80	101	8.65	0.74	0.17	0.80	0.00
	AVG		24	3.606	3.426	193	73	55	118	3854	293	133	5.68	0.00	27.68	115	9.74	0.84	0.19	0.97	0.00
February, 2014	MAX		24	3.880	3.686	312	96	72	160	4172	331	150	6.21	0.00	32.30	126	10.87	0.95	0.22	1.13	0.00
	MIN		24	3.280	3.116	72	72	24	40	3462	261	109	4.83	0.00	26.25	100	8.79	0.69	0.17	0.94	0.00
	AVG		24	3.616	3.435	189	74	54	114	3782	294	126	5.85	0.00	29.13	113	9.75	0.79	0.19	1.02	0.00
March, 2014	MAX		24	4.090	3.886	312	144	72	120	4499	361	158	6.53	0.00	32.00	128	11.54	0.98	0.20	1.09	0.00
	MIN		24	3.530	3.354	72	72	48	35	3573	238	114	4.96	0.00	26.85	98	7.24	0.68	0.16	0.90	0.00
	AVG		24	3.753	3.565	181	84	67	94	3991	286	141	5.75	0.00	29.46	115	9.16	0.86	0.18	0.99	0.00
April, 2014	MAX		24	4.530	4.304	268	120	96	120	4648	371	157	7.04	0.00	35.30	120	10.35	0.99	0.20	1.17	0.00
	MIN		24	3.250	3.088	72	72	48	40	3422	259	105	5.21	0.00	26.90	102	8.13	0.59	0.16	0.94	0.00
	AVG		24	4.069	3.866	183	91	76	85	4228	308	149	6.12	0.00	32.51	112	9.08	0.83	0.18	1.01	0.00
May, 2014	MAX		24	4.580	4.351	288	120	96	120	5248	395	159	7.00	0.00	37.50	125	10.39	0.81	0.18	1.05	0.00
	MIN		24	3.990	3.791	168	96	72	70	3989	170	119	5.71	0.00	31.35	98	4.55	0.59	0.15	0.97	0.00
	AVG		24	4.492	4.267	196	100	90	82	4706	337	153	6.35	0.00	35.47	113	8.99	0.77	0.17	1.00	0.00

Lime Softening Water Treatment Plant Monthly Operational Report.

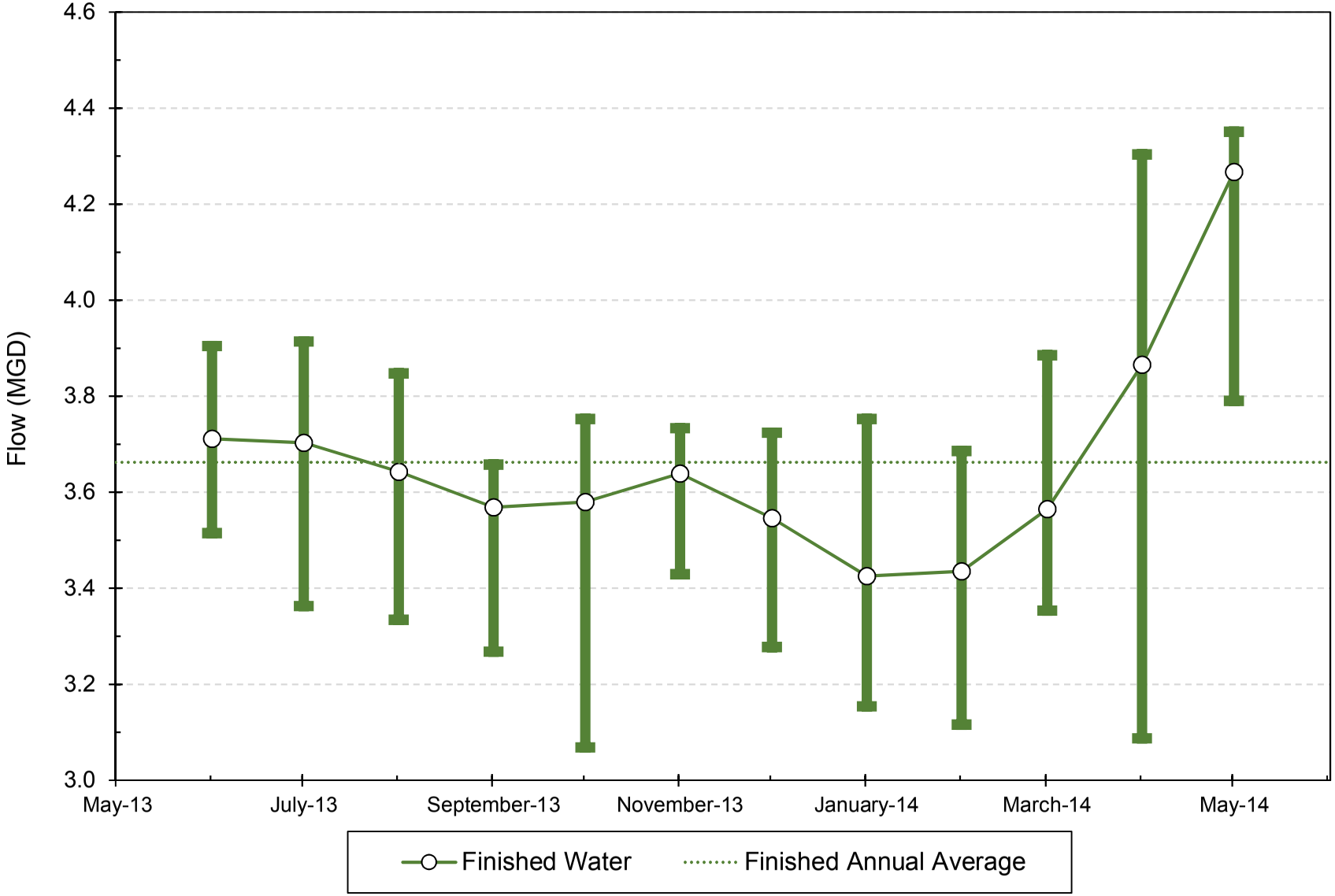
Name and Certification Numbers for all operators: **H. Pierre DW10144B, D. McFarlane DW11951A, S. Bruce DW12714A, B. Gray DW12724A, W. Wainwright DW13113B, A. Fusco DW13959A, W. Watson DW20635C, L. Benasrie DW14112B, T. Pantin DW15095C, R. Cruz DW20960C, E. Rodriguez Trainee**

Name of plant manager or lead operator:_____

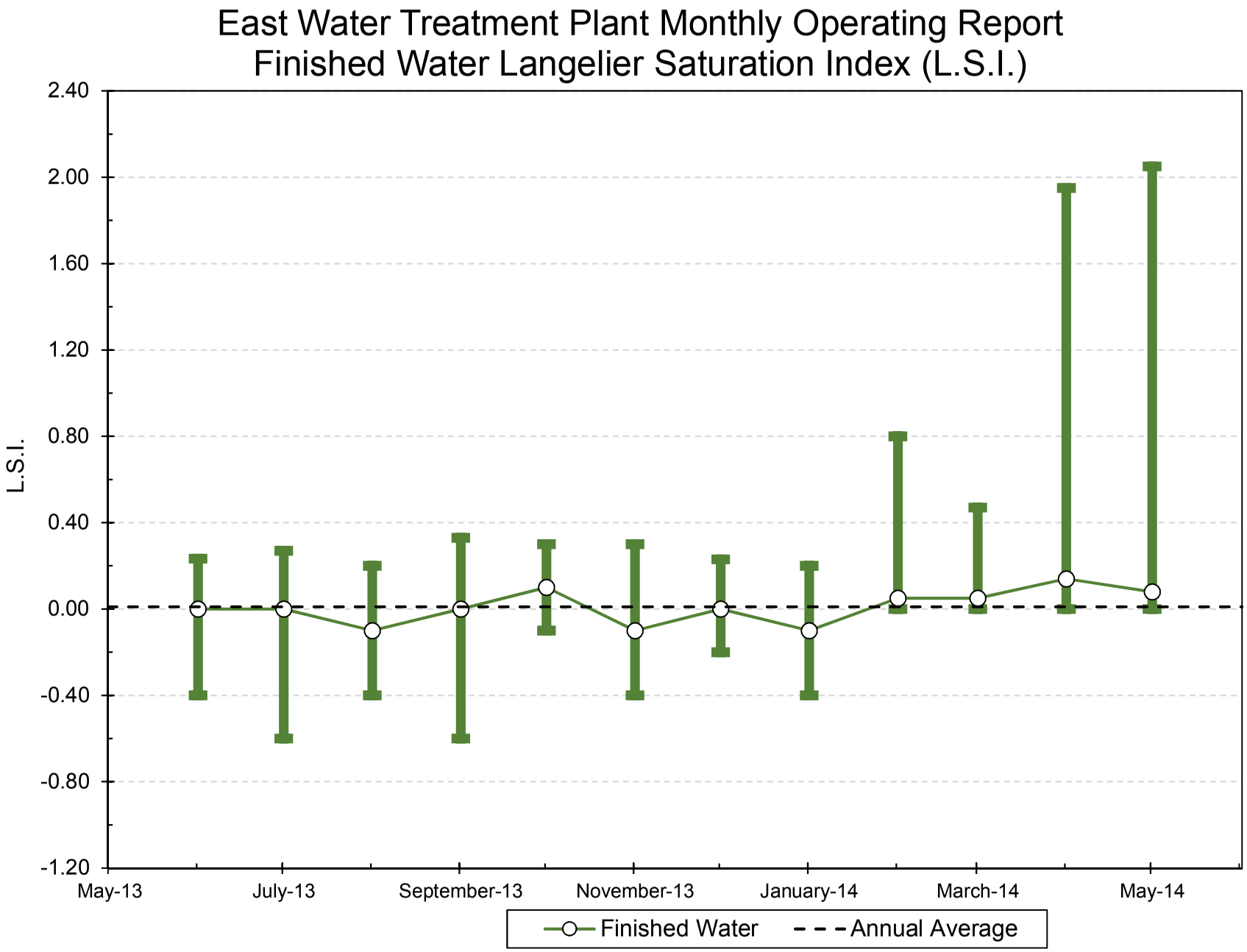
I certify this report is correct in form and content:_____

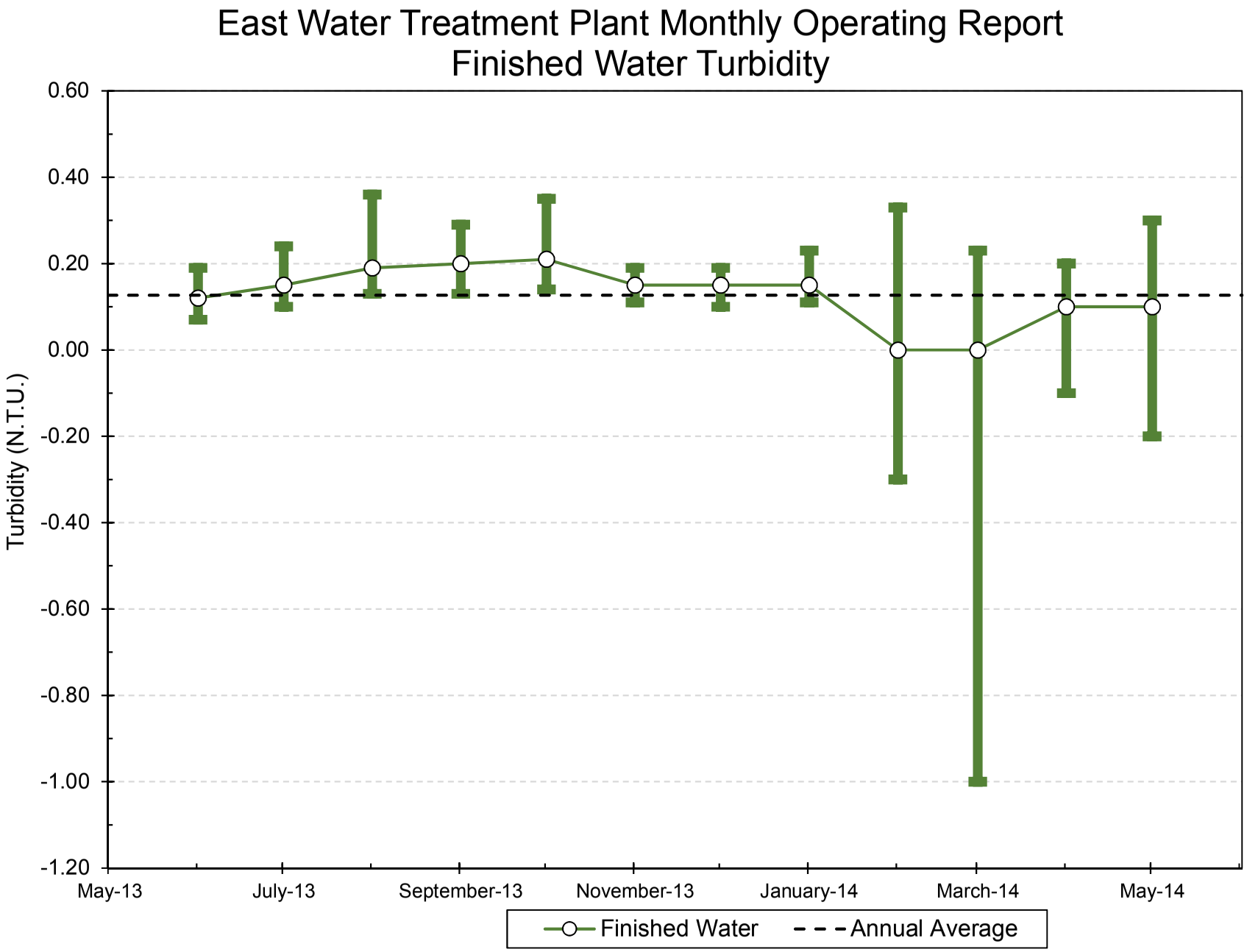
MONTH			M.O.	TOT.	CAL.	MAG.	P.H.	COLOR	Fe.	FL.	CHL.	P	M	TOT.	CAL.	MAG.	P.H.	COLOR	Fe.	Temp^0	CL	FL	N.T.U.	L.S.I.
June, 2013	MAX		210	230	214	20	7.6	49	1.0	0.25	59	2	58	78	70	11	8.6	9	0.08	0.0	4.0	1.00	0.19	0.23
	MIN		190	206	190	5	7.0	22	0.8	0.17	24	0	36	57	50	6	8.0	3	0.04	0.0	1.3	0.81	0.07	-0.4
	AVG		192	214	203	11	7.3	32	0.9	0.21	35	0	41	64	57	8	8.4	6	0.06	0	2.9	0.90	0.12	0.0
July, 2013	MAX		200	234	220	38	7.5	52	0.8	0.24	42	3	78	103	94	9	8.7	11	0.12	0.0	3.7	1.00	0.24	0.27
	MIN		180	200	186	4	7.0	15	0.8	0.19	24	0	36	58	51	3	7.8	3	0.03	0.0	1.4	0.76	0.10	-0.6
	AVG		193	218	206	12	7.3	33	0.8	0.23	29	1	50	75	68	7	8.4	7	0.07	0	2.8	0.87	0.15	0.0
August, 2013	MAX		210	232	220	20	7.5	46	0.9	0.27	46	1	75	98	91	12	8.6	11	0.10	0.0	3.7	1.11	0.36	0.20
	MIN		184	198	190	4	7.0	18	0.8	0.19	24	0	54	84	72	5	8.0	4	0.06	0.0	1.5	0.72	0.13	-0.4
	AVG		199	220	210	10	7.2	31	0.8	0.23	34	0	67	92	84	8	8.3	7	0.08	0	3.1	0.95	0.19	-0.1
September, 2013	MAX		214	240	222	34	7.5	45	1.0	0.28	46	2	83	108	99	11	8.7	11	0.10	0.0	3.8	1.21	0.29	0.33
	MIN		0	0	0	0	0.0	0	0.4	0.14	38	0	46	77	69	7	7.8	6	0.05	0.0	2.7	0.59	0.13	-0.6
	AVG		202	219	207	12	7.2	30	0.7	0.21	42	1	70	94	85	9	8.4	8	0.07	0	3.4	0.88	0.20	0.0
October, 2013	MAX		214	240	225	40	7.7	47	1.0	0.26	56	3	84	106	96	11	8.7	11	0.10	0.0	3.7	1.20	0.35	0.30
	MIN		190	210	190	6	7.0	13	0.8	0.14	32	0	61	83	73	6	8.3	6	0.04	0.0	3.2	0.39	0.14	-0.1
	AVG		200	224	209	15	7.3	32	0.9	0.19	42	1	73	95	86	9	8.5	8	0.07	0	3.4	0.91	0.21	0.1
November, 2013	MAX		210	230	220	40	7.5	47	0.8	0.32	38	2	86	107	97	15	8.7	11	0.09	0.0	3.8	1.08	0.19	0.30
	MIN		192	210	190	6	7.1	18	0.5	0.17	28	0	52	78	63	6	8.0	7	0.04	0.0	3.0	0.83	0.11	-0.4
	AVG		200	219	206	13	7.3	30	0.7	0.24	33	0	72	93	84	9	8.3	8	0.06	0	3.4	0.89	0.15	-0.1
December, 2013	MAX		210	230	222	20	7.5	42	0.9	0.24	32	2	124	133	117	17	8.6	10	0.10	0.0	4.1	1.03	0.19	0.23
	MIN		184	210	198	8	7.0	18	0.8	0.19	24	0	55	82	70	4	8.2	5	0.03	0.0	3.3	0.79	0.10	-0.2
	AVG		199	218	207	11	7.3	31	0.8	0.22	29	1	73	96	87	10	8.4	8	0.06	0	3.7	0.86	0.15	0.0
January, 2014	MAX		200	230	220	24	7.6	46	0.9	0.26	26	2	86	111	100	13	8.6	11	0.09	0.0	4.1	1.00	0.23	0.20
	MIN		184	200	180	6	7.0	18	0.8	0.17	22	0	64	85	74	7	8.0	5	0.05	0.0	3.5	0.79	0.11	-0.4
	AVG		197	216	205	11	7.3	33	0.8	0.23	24	0	72	95	86	9	8.3	8	0.07	0	3.8	0.90	0.15	-0.1
February, 2014	MAX		200	230	220	14	7.6	46	0.8	0.27	28	2	83	116	106	13	8.7	13	0.10	4.0	0.97	0.19	0.33	0.80
	MIN		184	210	200	6	7.0	22	0.8	0.11	22	0	60	82	76	6	8.1	6	0.04	3.6	0.74	0.10	-0.3	0.00
	AVG		195	216	206	11	7.3	34	0.8	0.23	24	1	71	98	89	9	8.4	9	0.07	3.8	0.88	0.14	0.0	0.05
March, 2014	MAX		200	254	240	34	7.7	44	1.0	0.25	25	4	78	108	103	14	8.6	12	0.10	4.0	1.01	0.22	0.23	0.47
	MIN		180	210	198	8	7.0	16	0.8	0.23	18	0	51	85	74	5	7.4	6	0.03	3.4	0.82	0.09	-1.0	0.00
	AVG		195	219	207	12	7.3	33	0.9	0.25	21	1	66	96	87	9	8.4	8	0.06	3.8	0.90	0.13	0.0	0.05
April, 2014	MAX		205	240	230	20	7.6	46	0.8	0.34	84	2	80	108	99	88	8.6	13	0.10	3.9	0.98	0.30	0.20	1.95
	MIN		189	210	190	8	7.0	19	0.8	0.20	25	0	62	90	9	6	8.3	6	0.03	3.1	0.68	0.10	-0.1	0.00
	AVG		198	217	206	11	7.3	33	0.8	0.26	41	1	71	98	87	12	8.5	9	0.07	3.7	0.87	0.17	0.1	0.14
May, 2014	MAX		210	250	236	35	7.6	44	0.9	0.28	59	2	84	111	103	13	8.7	13	0.10	3.8	0.97	0.30	0.30	2.05
	MIN		190	210	200	5	7.0	23	0.8	0.14	28	0	58	85	77	3	8.2	7	0.03	2.9	0.73	0.11	-0.2	0.00
	AVG		199	221	209	12	7.3	33	0.8	0.22	44	1	69	97	88	9	8.5	9	0.06	3.6	0.88	0.18	0.1	0.08

East Water Treatment Plant Monthly Operating Report
Finished Water Flow

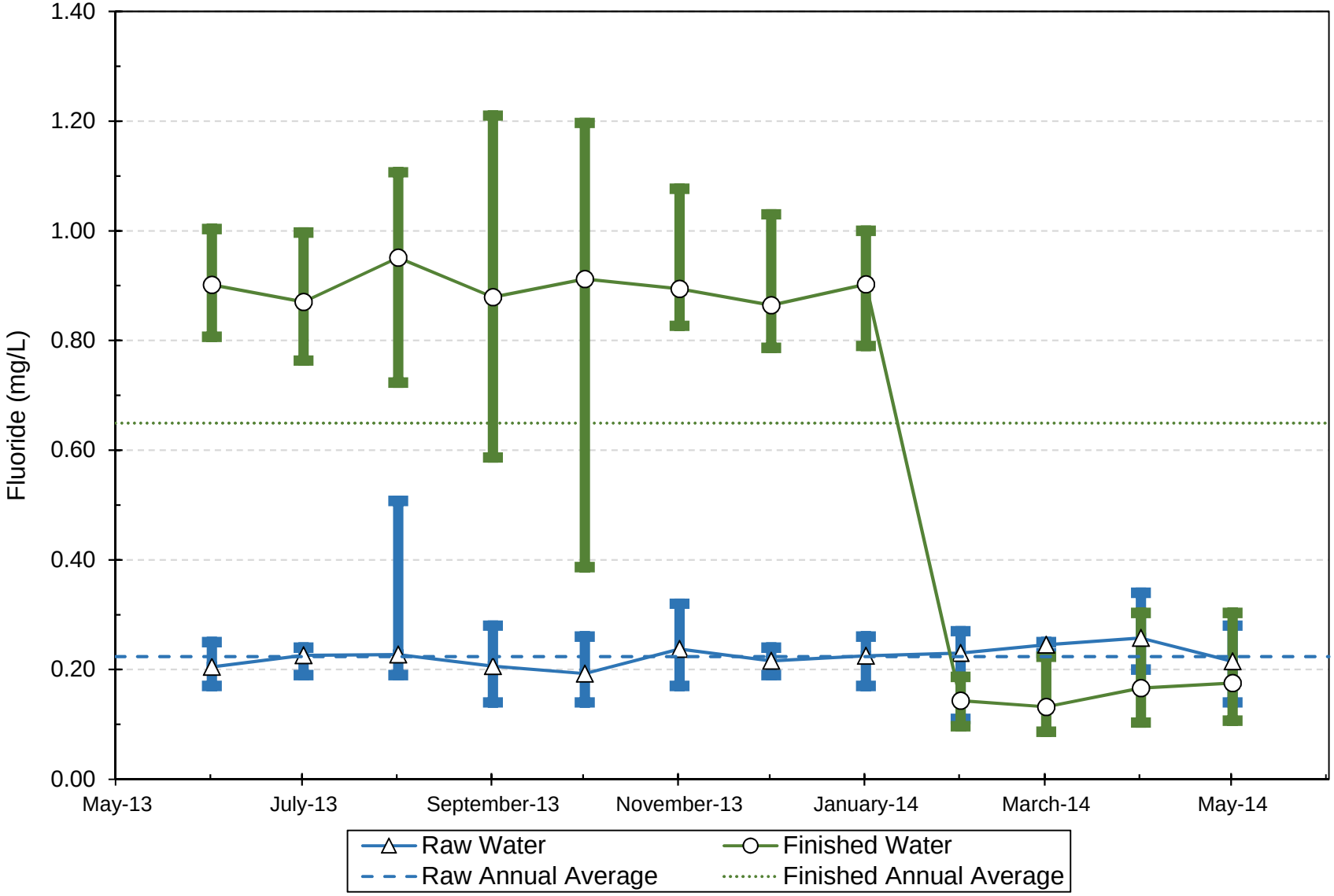


Notes: (1) Error Bars depict extreme samples within each month


East Water Treatment Plant Monthly Operating Report
Finished Water Langelier Saturation Index (L.S.I.)
L.S.I.
2.40
2.00
1.60
1.20
0.80
0.40
0.00
-0.40
-0.80
-1.20
May-13
July-13
September-13
November-13
January-14
March-14
May-14
Finished Water
Annual Average

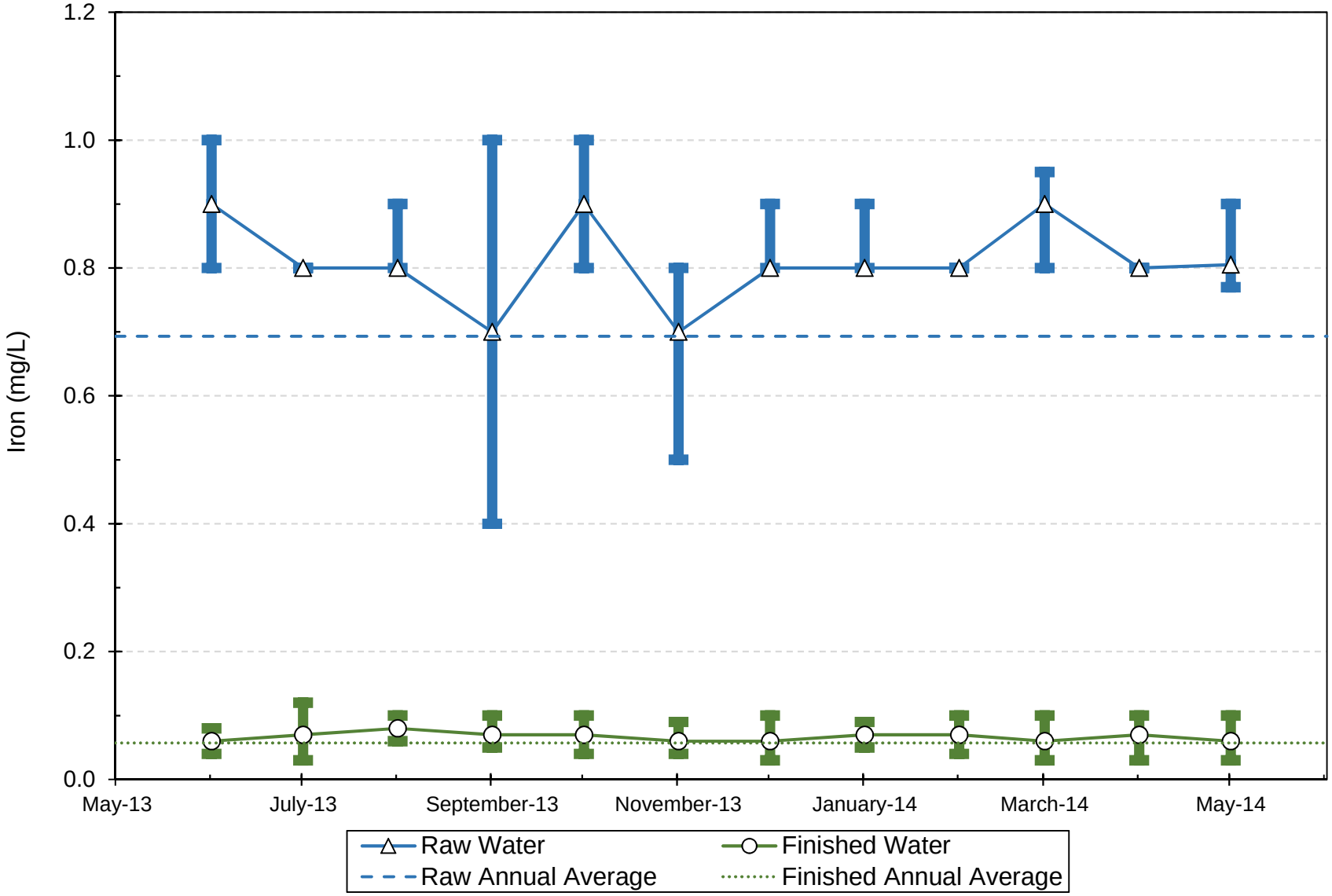

East Water Treatment Plant Monthly Operating Report
Finished Water Turbidity
Turbidity (N.T.U.)
0.60
0.40
0.20
0.00
-0.20
-0.40
-0.60
-0.80
-1.00
-1.20
May-13
July-13
September-13
November-13
January-14
March-14
May-14
Finished Water
Annual Average

East Water Treatment Plant Monthly Operating Report
Raw and Finished Water Fluoride



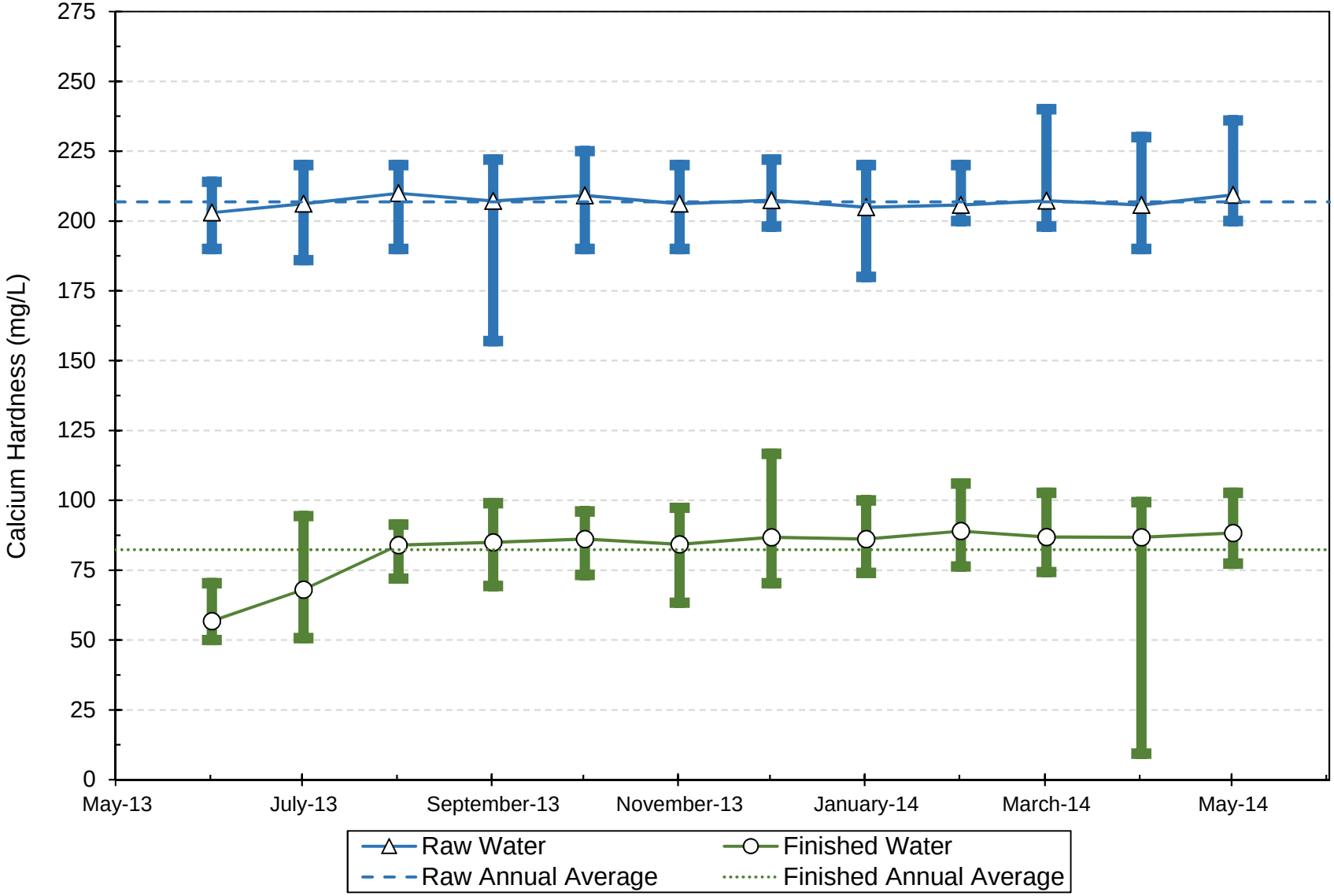
Notes: (1) Error Bars depict extreme samples within each month

East Water Treatment Plant Monthly Operating Report
Raw and Finished Water Total Iron



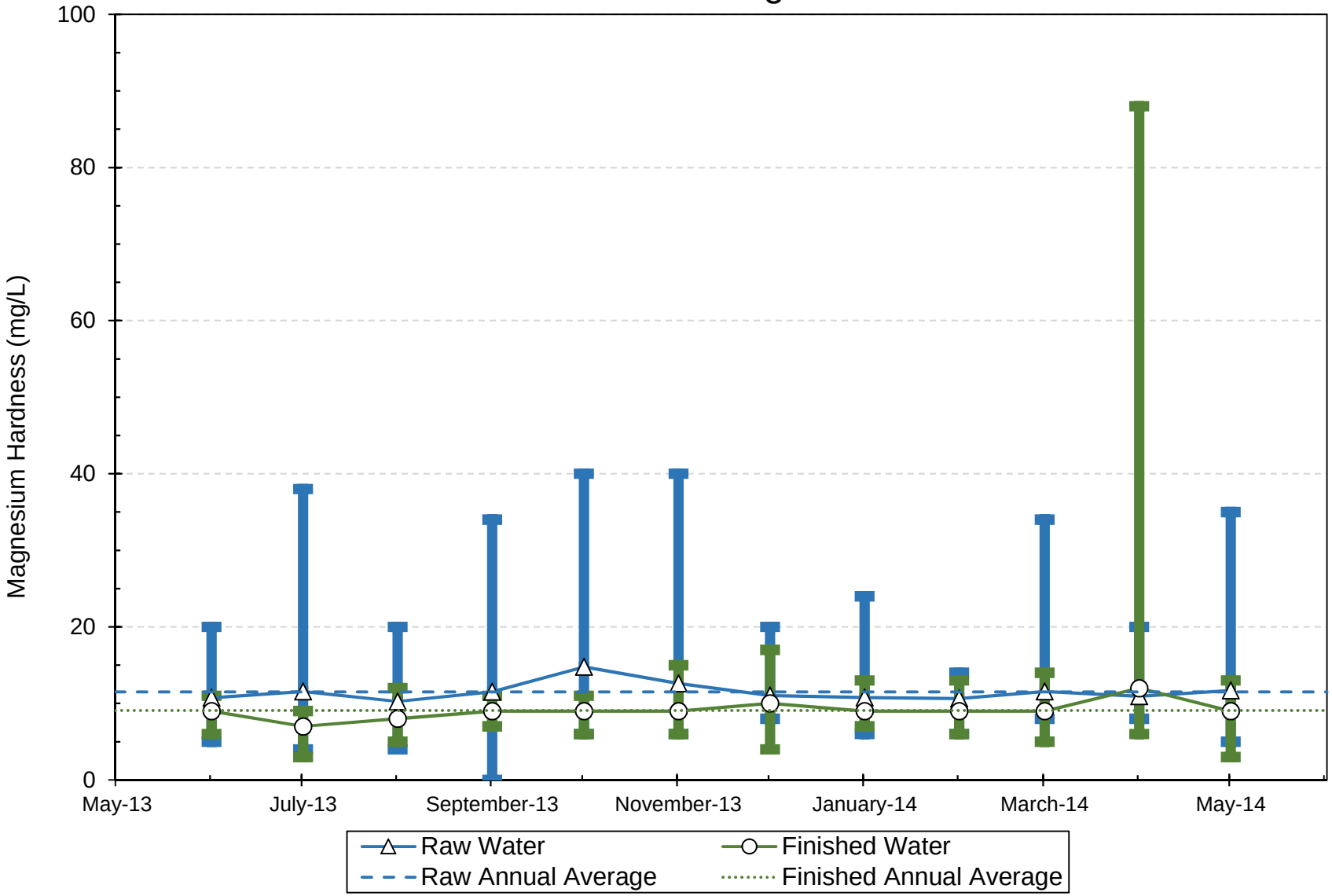
Notes: (1) Error Bars depict extreme samples within each month

East Water Treatment Plant Monthly Operating Report
Raw and Finished Water Calcium Hardness



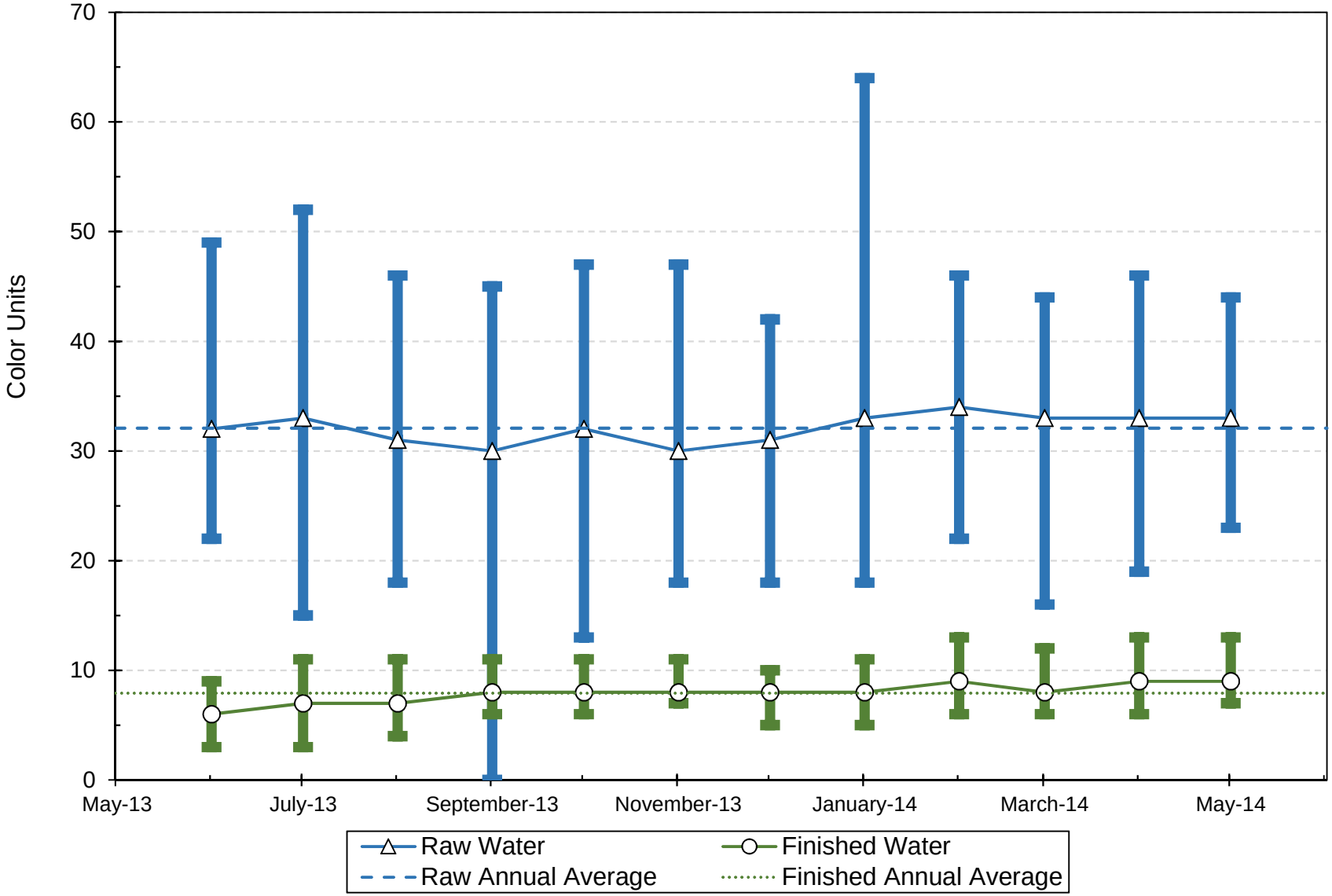
Notes: (1) Error Bars depict extreme samples within each month

East Water Treatment Plant Monthly Operating Report
Raw and Finished Water Magnesium Hardness



Notes: (1) Error Bars depict extreme samples within each month

East Water Treatment Plant Monthly Operating Report
Raw and Finished Water Color



Notes: (1) Error Bars depict extreme samples within each month

Membrane Softening Water Treatment Plant Monthly Operations Report
DECEMBER 2013

Name of plant: **City of Miramar Membrane Softening Water Treatment Plant** **BCHD Operations Permit # 06-58-00064**
Plant Address: **4100 S .Flamingo Road. Miramar, Fl. 33027**
County: **Broward** **ID NO: 4060925-2** **Tel # 954-438-1228**
Desi n Flow: **17.5 MGD** Service Connections: **19076** Consum tive Use Permit # **06-00054-W**

		Flows									Chemicals											
			Biscyne	Floridan	Flor:			Biscyne		Gen.	TRAIN 6				Trains(1-5)							
		Plant	Raw	RAW	Perm	Bypass	Finish	Perm	Conc	run	A-102 PLUS		93 % Sulfuric Acid		A-102 PLUS		Sodium Hypo as CL		50 % Caustic		Fluosilicic as F-	
	Da	Hrs	m d	m d	m d	m d	m d	m d	m d	time	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l
12/1/13		24	9.99	3.05	2.52	0.03	10.40	7.83	2.63	0.0	50.9	2.0	610		250	3.0	5830	11.6	1846	14.1	667	1.9
12/2/13	MON	24	10.28	3.03	2.57	0.02	10.01	8.15	2.67	0.0	50.6	2.0	606		257	3.0	5600	10.7	1978	14.6	519	1.4
12/3/13	TUE	24	9.70	3.04	2.40	0.10	10.02	7.54	2.64	0.0	50.7	2.0	608		243	3.0	5830	12.0	1714	13.6	593	1.7
12/4/13	WED	24	9.86	3.08	2.53	0.03	10.45	8.06	2.69	0.0	51.4	2.0	617		247	3.0	5370	10.4	2110	15.7	686	1.9
12/5/13	THU	24	10.03	2.33	1.86	0.05	9.80	7.84	2.50	0.0	38.9	2.0	466		251	3.0	5620	11.2	1582	12.1	556	1.5
12/6/13	FRI	24	9.84	3.01	2.55	0.01	9.89	7.83	2.63	0.0	50.1	2.0	601		246	3.0	5470	10.9	1912	14.6	686	1.9
12/7/13	SAT	24	9.98	3.16	2.54	0.02	9.90	7.73	2.61	0.0	52.8	2.0	633		250	3.0	5660	11.4	1780	13.8	667	1.9
12/8/13	SUN	24	9.85	3.07	2.51	0.02	10.54	7.79	2.62	0.0	51.1	2.0	613		246	3.0	5670	11.4	1846	14.2	667	1.9
12/9/13	MON	24	9.73	3.01	2.49	0.02	10.17	7.94	2.65	0.0	50.2	2.0	601		243	3.0	5630	11.1	2110	15.9	593	1.6
12/10/13	TUE	24	9.81	3.06	2.51	0.08	10.06	7.76	2.67	0.0	51.0	2.0	612		245	3.0	5690	11.4	1846	14.3	667	1.9
12/11/13	ED	24	10.04	3.13	2.57	0.01	9.89	7.72	2.59	0.0	52.2	2.0	626		251	3.0	5610	11.3	1714	13.3	556	1.6
12/12/13	THU	24	9.82	3.01	2.48	0.07	9.97	7.85	2.66	0.0	50.2	2.0	602		246	3.0	5720	11.4	1978	15.1	686	1.9
12/13/13	FRI	24	10.01	3.06	2.53	0.02	10.13	7.79	2.62	0.0	51.1	2.0	612		250	3.0	5710	11.4	1846	14.2	612	1.7
12/14/13	SAT	24	10.04	3.15	2.64	0.00	10.26	7.96	2.67	0.0	52.5	2.0	630		251	3.0	5460	10.7	1978	14.9	630	1.7
12/15/13	SUN	24	10.07	3.04	2.44	0.08	9.87	7.47	2.57	0.0	50.7	2.0	608		252	3.0	5470	11.4	1714	13.8	519	1.5
12/16/13	MON	24	9.95	2.98	2.49	0.03	10.09	7.88	2.62	0.0	49.6	2.0	595		249	3.0	5660	11.2	1714	13.0	519	1.4
12/17/13	TUE	24	9.84	3.04	2.44	0.08	9.97	7.64	2.61	0.0	50.8	2.0	609		246	3.0	5560	11.3	1648	12.9	575	1.6
12/18/13	WED	24	9.83	3.06	2.55	0.02	9.93	7.73	2.60	0.0	51.0	2.0	612		246	3.0	5350	10.8	1912	14.8	667	1.9
12/19/13	THU	24	9.97	3.06	2.52	0.02	10.17	7.72	2.58	1.0	51.1	2.0	612		249	3.0	5450	11.0	2044	15.9	630	1.8
12/20/13	FRI	24	10.11	3.23	2.60	0.02	10.31	7.87	2.65	0.0	53.8	2.0	645		253	3.0	5400	10.7	1978	15.1	630	1.7
12/21/13	SAT	24	9.95	3.01	2.56	0.01	10.20	7.85	2.64	0.0	50.3	2.0	603		249	3.0	5750	11.4	1780	13.6	519	1.4
12/22/13	SUN	24	9.90	2.96	2.38	0.04	9.42	7.38	2.50	0.0	49.3	2.0	591			3.0	5210	11.0	1714	13.9	556	1.6
12/23/13	MON	24	9.48	3.05	2.45	0.16	10.34	7.78	2.75	4.0	50.8	2.0	609		237	3.0	5470	11.0	2110	16.3	593	1.7
12/24/13	TUE	24	9.61	3.04	2.51	0.03	10.16	7.74	2.60	0.0	50.7	2.0	608		240	3.0	5500	11.1	1846	14.3	538	1.5
12/25/13	WED	24	9.64	3.06	2.52	0.08	9.77	7.77	2.65	0.0	51.0	2.0	611		241	3.0	5480	11.0	1978	15.3	630	1.8
12/26/13	THU	24	9.78	3.11	2.64	0.00	9.89	7.89	2.58	0.0	51.9	2.0	622		245	3.0	5590	11.0	1978	15.0	649	1.8
12/27/13	FRI	24	9.55	3.02	2.41	0.04	9.91	7.56	2.54	0.0	50.4	2.0	605		239	3.0	5570	11.5	1846	14.6	445	1.3
12/28/13	SAT	24	9.70	3.15	2.85	0.00	10.37	7.96	2.67	0.0	52.6	2.0	630		243	3.0	5660	11.1	1846	13.9	519	1.4
12/29/13	SUN	24	9.94	3.08	2.28	0.10	9.81	7.64	2.60	0.0	51.4	2.0	617		249	3.0	5650	11.5	1846	14.5	667	1.9
12/30/13	N	24	9.38	2.95	2.45	0.03	10.27	7.75	2.61	0.0	49.2	2.0	590		235	3.0	5340	10.7	1846	14.3	538	1.5
12/31/13	TUE	24	9.67	3.11	2.50	0.00	9.81	7.69	2.57	0.0	51.8	2.0	621		242	3.0	5500	11.2	1846	14.4	667	1.9
TOTAL		744	305.35	94.13	77.30	1.22	311.77	241.09	81.20	5.0	1570		18826		7640		172480		57893		18651	
MAX		24	10.28	3.23	2.85	0.16	10.54	8.15	2.75	4.0	53.8	2.0	645	0	257	3.0	5830	12.0	2110	16.3	686	1.9
MIN		24	9.38	2.33	1.86	0.00	9.42	7.38	2.50	0.0	38.9	2.0	466	0	235	3.0	5210	10.4	1582	12.1	445	1.3
AVG		24	9.85	3.04	2.49	0.05	10.06	7.78	2.62	2.5	50.6	2.0	607	0	246	3.0	5564	11.2	1868	14.4	602	1.7

Membrane Softening Water Treatment Plant Monthly Operations Report
DECEMBER 2013

Name(s) and Operator Certification Number(s) for all certified operators working at the plant: B. Bisram 8230A E. Christie 13173B B. Johnson 13220C S. Dixon 7279B. J. Dieulio 14735C K. Clark 6524A J. Crawf rd 1 579A B. Farrell 14090A. J. Lazarre Trainee
Name of plant manager or Shift supervisor: Eugene F. Pennetti
I certify this report is correct:

		Raw Water									Finished Water												
DATE	DAY	pH	COND	TEMP F	M ALK	CA. HARD	TL. HARD	N.T.U.	Fe	COLO	PH	COND	FREE CL	TOT CL	NTU	P ALK	M ALK	CAL. HARD	TOT HARD	L.S.I.	Fe	COLOR	FL
12/1/13	UN																						
12/2/13																							
12/3/13	TUE																						
12/4/13	ED																						
12/5/13	HU																						
12/6/13	FRI																						
12/7/13	SAT																						
12/8/13	UN																						
12/9/13	ON																						
12/10/13	TUE																						
12/11/13																							
12/12/13	THU																						
12/13/13	FRI																						
12/14/13	SAT																						
12/15/13	UN																						
12/16/13	ON																						
12/17/13	TUE																						
12/18/13	ED																						
12/19/13	THU																						
12/20/13	FRI																						
12/21/13	SAT																						
12/22/13	UN																						
12/23/13	ON																						
12/24/13	TUE																						
12/25/13	ED																						
12/26/13	THU																						
12/27/13	FRI																						
12/28/13	SAT																						
12/29/13	UN																						
12/30/13	ON																						
12/31/13	TUE																						
TOTAL																							
MAX		7.37	554	24.3	248	240	272	0.40	0.96	60	8.75	124	2.2	2.4	0.09	2	29	19	21	0.21	0.08	3	0.91
MIN		0.00	0	0.0	0	0	0	0.00	0.00	0	8.65	118	2.1	2.2	0.08	1	27	17	19	0.05	0.06	1	0.76
AVG		7.09	547	23.9	240	231	261	0.18	0.92	48	8.68	121	2.2	2.3	0.09	1	28	18	19	0.11	0.07	2	0.84

Membrane Softening Water Treatment Plant Monthly Operations Report
JANUARY 2014

Name of Plant: **City of Miramar Membrane Softening Water Treatment Plant** **BCHD Operations Permit # 06-58-00064**
Plant Address: **4100 S .Flamingo Road. Miramar, Fl. 33027**
County: **Broward** **ID NO: 4060925-2** Tel # **954-438-1228**
Desi n Flow: **17.5 MGD** Service Connections: **19076** Consum tive Use Permit # **06-00054-W**

		Flows								Chemicals											
										TRAIN 6				Trains: (1-5)							
		Plant	Biscayne Raw	Floridan RAW	Flor. Perm	Bypass	Biscayne Perm	Conc	Gen. run	A-102 PLUS		93 % Sulfuric Acid		A-102 PLUS		Sodium Hypo as CL		50 % Caustic		Fluosilicic as F-	
	Da	Hrs	m d	m d	m d	m d	m d	m d	time	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l
1/1/14	WED	24	9.61	3.05	2.55	0.06	7.82	2.68	0.0	50.9	2.0	610		240	3.0	5590	11.1	2110	16.2	593	1.7
1/2/14	THU	24	9.70	3.03	2.50	0.03	7.74	2.60	0.0	50.6	2.0	606		243	3.0	5730	11.5	2110	16.3	519	1.5
1/3/14	FRI	24	9.73	3.08	2.56	0.01	7.73	2.61	0.0	51.4	2.0	616		243	3.0	5600	11.3	2110	16.4	519	1.5
1/4/14	SAT	24	10.01	3.13	2.55	0.02	7.64	2.59	0.0	52.3	2.0	627		250	3.0	5680	11.6	1846	14.5	667	1.9
1/5/14		24	9.85	3.06	2.52	0.02	7.72	2.60	0.0	51.0	2.0	612		246	3.0	5690	11.5	1978	15.4	575	1.6
1/6/14	MON	24	9.74	3.00	2.49	0.05	7.64	2.61	0.0	50.0	2.0	600		244	3.0	5470	11.2	1978	15.5	630	1.8
1/7/14	TUE	24	10.03	3.06	2.44	0.04	8.15	2.72	0.0	51.1	2.0	612		251	3.0	5310	10.2	1846	13.6	575	1.5
1/8/14	WED	24	9.69	3.05	2.55	0.07	7.55	2.62	0.0	50.8	2.0	609		242	3.0	5520	11.4	1846	14.7	593	1.7
1/9/14	THU	24	9.78	3.05	2.51	0.00	7.65	2.56	0.0	50.9	2.0	610		245	3.0	5470	11.1	1846	14.5	538	1.5
1/10/14	FRI	24	10.02	3.09	2.54	0.05	7.95	2.70	0.0	51.6	2.0	619		251	3.0	5450	10.7	2044	15.4	593	1.6
1/11/14	SAT	24	9.89	3.11	2.56	0.00	7.46	2.52	0.0	51.9	2.0	623		247	3.0	5540	11.6	1780	14.3	519	1.5
1/12/14	SUN	24	9.85	3.06	2.52	0.02	7.75	2.61	0.0	51.1	2.0	613			3.0	5580	11.2	1846	14.3	612	1.7
1/13/14	MON	24	9.66	2.97	2.48	0.05	7.75	2.65	0.0	49.5	2.0	593		242	3.0	5390	10.8	1978	15.3	501	1.4
1/14/14	TUE	24	9.83	3.10	2.51	0.10	7.73	2.69	0.0	51.7	2.0	620		246	3.0	5290	10.7	1846	14.3	593	1.7
1/15/14	WED	24	10.06	3.13	2.58	0.00	7.63	2.59	0.0	52.2	2.0	626		252	3.0	5580	11.4	2110	16.6	612	1.7
1/16/14	THU	24	9.87	3.03	2.50	0.00	7.86	2.57	0.0	50.6	2.0	606		247	3.0	5730	11.4	1978	15.1	649	1.8
1/17/14	FRI	24	9.77	3.09	2.63	0.14	7.57	2.65	0.0	51.5	2.0	617		244	3.0	5370	11.1	2044	16.2	519	1.5
1/18/14	SAT	24	9.92	3.07	2.48	0.01	7.85	2.62	0.0	51.2	2.0	614		248	3.0	5400	10.7	1912	14.6	575	1.6
1/19/14	SUN	24	10.05	3.07	2.48	0.02	7.57	2.56	0.0	51.2	2.0	613		251	3.0	5340	11.0	1714	13.6	519	1.5
1/20/14	MON	24	9.68	3.00	2.50	0.01	7.79	2.60	0.0	50.0	2.0	599		242	3.0	5230	10.5	1978	15.2	667	1.9
1/21/14	TUE	24	9.74	3.02	2.44	0.14	7.60	2.68	4.0	50.3	2.0	604		244	3.0	5190	10.6	1978	15.6	538	1.5
1/22/14	WED	24	10.12	3.14	2.54	0.13	7.50	2.66	0.0	52.4	2.0	628		253	3.0	5090	10.6	1846	14.8	575	1.7
1/23/14	THU	24	9.90	3.02	2.50	0.17	7.76	2.76	0.0	50.4	2.0	605			3.0	5350	10.7	1978	15.3	649	1.8
1/24/14	FRI	24	9.90	3.06	2.54	0.04	7.67	2.61	0.0	51.0	2.0	612		248	3.0	5300	10.8	1846	14.4	612	1.7
1/25/14	SAT	24	10.03	3.09	2.51	0.00	7.56	2.53	0.0	51.5	2.0	618		251	3.0	5160	10.6	1846	14.6	556	1.6
1/26/14	SUN	24	9.84	3.09	2.54	0.02	7.79	2.60	0.0	51.5	2.0	618		246	3.0	5220	10.5	1846	14.2	575	1.6
1/27/14	MON	24	9.34	3.01	2.48	0.07	7.58	2.60	0.0	50.2	2.0	602		234	3.0	5180	10.6	1582	12.5	612	1.8
1/28/14	TUE	24	9.65	3.16	2.59	0.00	7.73	2.59	0.0	52.7	2.0	631		241	3.0	5090	10.3	1846	14.3	593	1.7
1/29/14	WED	24	9.66	2.96	2.48	0.02	7.69	2.58	0.0	49.3	2.0	591		242	3.0	5720	11.6	1846	14.4	667	1.9
1/30/14	THU	24	9.71	3.06	2.60	0.01	7.79	2.61	0.0	51.0	2.0	612		243	3.0	5610	11.2	1978	15.2	667	1.9
1/31/14	FRI	24	9.60	3.07	2.43	0.04	7.82	2.61	0.0	51.3	2.0	615		240	3.0	5460	10.9	1846	14.2	630	1.8
TOTAL		744	304.23	94.91	78.09	1.34	239.04	81.16	4.0	1583		18982		7612		168330		59344		18243	
MAX		24	10.12	3.16	2.63	0.17	8.15	2.76	4.0	52.7				253	3.0	5730	11.6	2110	16.6	667	1.9
MIN		24	9.34	2.96	2.43	0.00	7.46	2.52	0.0	49.3		591		234	3.0	5090	10.2	1582	12.5	501	1.4
AVG		24	9.81	3.06	2.52	0.05	7.71	2.62	4.0	51.1		612		246	3.0	5430	11.0	1914	14.9	588	1.7

Membrane Softening Water Treatment Plant Monthly Operations Report
FEBRUARY 2014

Name of plant: **City of Miramar Membrane Softening Water Treatment Plant** — **BCHD Operations Permit # 06-58-00064**

Plant Address: **4100 S .Flamingo Road. Miramar, Fl. 33027**

County: **Broward** ID NO: **4060925-2** Tel # **954-438-1228**

Desi n Flow: **17.5 MGD** Service Connections: **19076** Consumptive Use Permit # **06-00054-W**

		Flows								TRAIN 6				Chemicals				Trains(1-5)					
		Plant	Biscyne Raw	Floridan RAW	Flor: Perm	Bypass	Biscyne Perm	Conc	Gen. run	A-102 PLUS		93 % Sulfuric Acid		A-102 PLUS		Sodium Hypo as CL		50 % Caustic		Fluosilicic as F-	
	Da	Hrs	m d	m d	m d	m d	m d	m d	time	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l
2/1/14	SAT	24	9.87	3.15	2.59	0.00	7.54	2.53	0.0	52.6	2.0	631		247	3.0	5070	10.5	2374	18.9	556	1.6
2/2/14	SUN	24	9.42	3.07	2.53	0.06	7.50	2.59	0.0	51.2	2.0	614		236	3.0	5220	10.8	1714	13.7	538	1.6
2/3/14	MON	24	9.46	2.98	2.45	0.02	7.72	2.59	0.0	49.7	2.0	596		237	3.0	4990	10.1	1780	13.8	612	1.7
2/4/14	TUE	24	9.66	2.97	2.39	0.21	7.62	2.74	1.0	49.5	2.0	593		242	3.0	5020	10.3	1912	15.0	649	1.9
2/5/14	ED	24	9.76	3.10	2.55	0.01	7.75	2.60	0.0	51.7	2.0	620		244	3.0	5170	10.4	1912	14.8	593	1.7
2/6/14	THU	24	9.64	3.04	2.52	0.01	7.65	2.59	0.0	50.6	2.0	607		241	3.0	5380	11.0	1780	14.0	667	1.9
2/7/14	FRI	24	9.63	3.17	2.58	0.00	7.77	2.59	0.0	52.9	2.0	635		241	3.0	5280	10.6	1846	14.2	667	1.9
2/8/14	SAT	24	9.84	3.04	2.50	0.02	7.63	2.58	0.0	50.6	2.0	607		246	3.0	5460	11.2	1846	14.5	667	1.9
2/9/14	SUN	24	9.72	3.06	2.52	0.09	7.65	2.66	0.0	51.1	2.0	612		243	3.0	5370	10.9	1846	14.5	667	1.9
2/10/14	MON	24	9.74	3.00	2.50	0.05	7.78	2.64	0.0	50.0	2.0	599		244	3.0	5160	10.3	1978	15.2	686	1.9
2/11/14	TUE	24	9.82	2.65	2.11	0.07	7.70	2.55	0.0	44.1	2.0	529		246	3.0	5020	10.2	1714	13.3	556	1.6
2/12/14	WED	24	9.88	3.08	2.55	0.02	7.72	2.61	0.0	51.3	2.0	615			3.0	5120	10.3	1714	13.3	649	1.8
2/13/14	THU	24	9.84	3.06	2.53	0.05	7.72	2.63	0.0	51.1	2.0	613		246	3.0	5340	10.8	1714	13.3	667	1.9
2/14/14	FRI	24	9.60	3.14	2.61	0.18	7.36	2.69	0.0	52.3	2.0	627		240	3.0	5430	11.5	1582	12.9	649	1.9
2/15/14	SAT	24	9.87	3.07	2.46	0.05	7.46	2.55	0.0	51.2	2.0	614		247	3.0	5020	10.5	1846	14.8	556	1.6
2/16/14	SUN	24	9.75	3.06	2.53	0.03	7.62	2.59	0.0	51.1	2.0	613		244	3.0	5460	11.2	1714	13.5	612	1.7
2/17/14	MON	24	9.59	2.99	2.49	0.00	7.69	2.57	0.0	49.8	2.0	598		240	3.0	5210	10.6	1714	13.4	649	1.8
2/18/14	TUE	24	9.75	3.08	2.51	0.01	7.64	2.56	0.0	51.3	2.0	615		244	3.0	5100	10.4	1846	14.5	667	1.9
2/19/14	WED	24	9.95	3.13	2.57	0.04	7.56	2.59	0.0	52.2	2.0	626		249	3.0	5140	10.6	1714	13.6	630	1.8
2/20/14	THU	24	9.66	3.07	2.52	0.01	7.82	2.62	0.0	51.3	2.0	615		242	3.0	5370	10.7	2110	16.2	649	1.8
2/21/14	FRI	24	9.53	3.00	2.53	0.03	7.54	2.56	0.0	50.1	2.0	601		238	3.0	5030	10.4	1582	12.6	723	2.1
2/22/14	SAT	24	9.83	3.12	2.53	0.03	7.49	2.55	0.0	52.0	2.0	623		246	3.0	5250	10.9	1451	11.6	686	2.0
2/23/14	SUN	24	9.53	3.06	2.53	0.03	7.60	2.57	0.0	51.1	2.0	612			3.0	5350	11.0	2110	16.7	686	2.0
2/24/14	MON	24	9.46	3.07	2.51	0.01	7.72	2.60	0.0	51.1	2.0	613		237	3.0	5210	10.5	2374	18.4	705	2.0
2/25/14	TUE	24	9.19	3.01	2.50	0.01	7.55	2.54	0.0	50.3	2.0	603		230	3.0	5280	10.9	1846	14.7	630	1.8
2/26/14	WED	24	10.12	3.12	2.57	0.00	7.55	2.55	0.0	52.1	2.0	624		253	3.0	5220	10.8	1978	15.7	612	1.8
2/27/14	THU	24	9.30	3.03	2.55	0.00	7.67	2.53	1.0	50.5	2.0	606		233	3.0	5460	11.1	1978	15.5	649	1.8
2/28/14	FRI	24	9.72	3.10	2.55	0.04	7.69	2.61	0.0	51.7	2.0	620		243	3.0	5160	10.5	2110	16.5	667	1.9
TOTAL		672	271.13	85.41	70.26	1.08	213.71	72.57	2.0	1424.6	56.0	17081		6784		146290		52090		17947	
MAX		24	10.12	3.17	2.61	0.21	7.82	2.74	1.0	52.9	2.0	635		253	3.0	5460	11.5	2374	18.9	723	2.1
MIN		24	9.19	2.65	2.11	0.00	7.36	2.53	0.0	44.1	2.0	529		230	3.0	4990	10.1	1451	11.6	538	1.6
AVG		24	9.68	3.05	2.51	0.04	7.63	2.59	1.0	50.9	2.0	610		242	3.0	5225	10.7	1860	14.6	641	1.8

Membrane Softening Water Treatment Plant Monthly Operations Report
FEBRUARY 2014

Name(s) and Operator Certification Number(s) for all certified Operators working at the Plant: B. Bisram 8230A E. Christie 13173B B. Johnson 13220C S. Dixon 7279B. J. Dieulio 14735C K. Clark 6524A J. Crawford 13579A B. Farrell 14090A & J. Lazarre: Trainee

Name of Plant Manager or Shift Supervisor: Eu ene F. Pennetti Assistant Plant Mana er

I certify this report is correct:

		Raw Water									Finished Water												
DATE	DAY	pH	COND	TEMP F	M ALK	CA. HARD	TL. HARD	N.T.U.	Fe	COLOR	PH	COND	FREE CL	TOT CL	NTU	P ALK	M ALK	CAL. HARD	TOT HARD	L.S.I.	Fe	COLOR	FL
2/1/14	SAT																						
2/2/14	SUN																						
2/3/14	MON																						
2/4/14	TUE																						
2/5/14	WED																						
2/6/14	THU																						
2/7/14	FRI																						
2/8/14	SAT																						
2/9/14	SUN																						
2/10/14	MON																						
2/11/14	TUE																						
2/12/14	WED																						
2/13/14	THU																						
2/14/14	FRI																						
2/15/14	SAT																						
2/16/14	SUN																						
2/17/14	MON																						
2/18/14	TUE																						
2/19/14	WED																						
2/20/14	THU																						
2/21/14	FRI																						
2/22/14	SAT																						
2/23/14	SUN																						
2/24/14	MON																						
2/25/14	TUE																						
2/26/14	WED																						
2/27/14	THU																						
2/28/14	FRI																						
TOTAL																							
MAX		7.21	546	24.6	240	256	272	0.19	0.92	56	8.74	120	2.3	2.4	0.09	1	28	18	20	0.16	0.09	4	0.91
MIN		6.97	531	22.9	228	220	220	0.11	0.88	40	8.50	116	2.0	2.1	0.08	1	25	17	18	-0.08	0.06	1	0.70
AVG		7.07	543	23.9	238	230	264	0.13	0.90	48	8.66	118	2.2	2.3	0.09	1	27	18	19	0.08	0.07	2	0.80

Membrane Softening Water Treatment Plant Monthly Operations Report
MARCH 2014

Name of Plant: **City of Miramar Membrane Softening Water Treatment Plant** **BCHD Operations Permit # 06-58-00064**
Plant address: **4100 S. Flamingo Road, Miramar, Fl. 33027**
County: **Broward** **ID NO: 4060925-2** Tel # **954-438-1228**
Desi n Flow: **17.5 MGD** Service Connections: **19076** Consumptive Use Permit # **06-00054-W**

		Flows								Chemicals											
			Biscyne	Floridan	Flor:		Biscyne		Gen.	TRAIN 6				TRAINS: (1-5)							
		Plant	Raw	RAW	Perm	Bypass	Perm	Conc	run	A-102 PLUS		93 % Sulfuric Acid		A-102 PLUS		Sodium Hypo as CL		50 % Caustic		Fluosilicic as F-	
	Da	Hrs	m d	m d	m d	m d	m d	m d	time	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l
3/1/14	SAT	24	9.74	3.05	2.56	0.03	7.42	2.53	0.0	50.9	2.0	611		244	3.0	5260	11.0	1846	14.9	630	1.9
3/2/14	SUN	24	9.62	3.07	2.52	0.01	7.59	2.55	0.0	51.2	2.0	614		241	3.0	5350	11.0	2110	16.7	667	1.9
3/3/14	MON	24	9.42	2.98	2.50	0.02	7.69	2.59	0.0	49.8	2.0	597		236	3.0	5140	10.4	1978	15.4	612	1.7
3/4/14	TUE	24	9.64	3.10	2.52	0.02	7.64	2.58	0.0	51.7	2.0	619		241	3.0	5010	10.2	1978	15.5	667	1.9
3/5/14	WED	24	9.71	3.05	2.56	0.00	7.49	2.51	0.0	50.9	2.0	611		243	3.0	5280	11.0	1978	15.8	630	1.8
3/6/14	THU	24	9.52	3.02	2.45	0.06	7.33	2.52	0.0	50.3	2.0	603		238	3.0	5390	11.5	1846	15.1	556	1.7
3/7/14	FRI	24	9.84	3.02	2.55	0.00	7.68	2.52	0.0	50.4	2.0	604		246	3.0	5110	10.4	2110	16.5	519	1.5
3/8/14	SAT	24	9.52	3.10	2.44	0.00	7.50	2.50	0.0	51.7	2.0	620		238	3.0	4830	10.0	1714	13.7	501	1.5
3/9/14	SUN	24	9.59	2.95	2.64	0.06	7.88	2.72	0.0	49.2	2.0	590		240	3.0	5610	11.1	2110	16.1	649	1.8
3/10/14	MON	24	9.37	3.08	2.40	0.02	7.34	2.48	0.0	51.4	2.0	617		234	3.0	5010	10.6	1978	16.2	593	1.8
3/11/14	TUE	24	9.48	3.08	2.51	0.07	7.42	2.58	0.0	51.3	2.0	615		237	3.0	5010	10.5	1846	14.9	612	1.8
3/12/14	WE	24	9.22	3.08	2.56	0.00	7.61	2.55	0.0	51.3	2.0	615		231	3.0	5030	10.3	1714	13.5	630	1.8
3/13/14	THU	24	10.18	3.09	2.51	0.02	7.57	2.56	0.0	51.5	2.0	617		255	3.0	5340	11.0	1978	15.7	575	1.7
3/14/14	FRI	24	9.60	3.01	2.48	0.02	7.55	2.55	0.0	50.2	2.0	602		240	3.0	5220	10.8	2110	16.8	649	1.9
3/15/14	SAT	24	9.77	3.04	2.45	0.05	7.23	2.50	0.0	50.7	2.0	608		244	3.0	5230	11.3	1846	15.3	593	1.8
3/16/14	SUN	24	9.46	3.07	2.59	0.00	7.73	2.59	0.0	51.1	2.0	613		237	3.0	5100	10.3	1846	14.3	649	1.8
3/17/14	MON	24	9.34	3.06	2.48	0.05	7.52	2.56	0.0	51.0	2.0	612		234	3.0	5150	10.7	1846	14.7	649	1.9
3/18/14	TUE	24	9.73	3.05	2.55	0.06	7.53	2.61	1.0	50.9	2.0	611		243	3.0	5140	10.6	1780	14.2	630	1.8
3/19/14	WED	24	9.72	2.67	2.41	0.04	7.57	2.51	0.0	44.5	2.0	533		243	3.0	5260	10.8	1780	14.1	556	1.6
3/20/14	THU	24	9.60	2.42	1.92	0.10	7.47	2.49	0.0	40.3	2.0	484		240	3.0	5240	10.9	1714	13.8	501	1.5
3/21/14	FRI	24	9.61	3.02	2.52	0.00	7.54	2.56	0.0	50.4	2.0	605		240	3.0	5030	10.4	1582	12.6	667	1.9
3/22/14	SAT	24	9.67	3.14	2.63	0.07	7.52	2.62	0.0	52.4	2.0	629		242	3.0	5330	11.1	1714	13.7	649	1.9
3/23/14	SUN	24	9.77	3.04	2.50	0.00	7.63	2.56	0.0	50.8	2.0	609		244	3.0	5170	10.6	1714	13.5	630	1.8
3/24/14	MON	24	9.58	3.03	2.45	0.05	7.52	2.56	0.0	50.5	2.0	605		240	3.0	5030	10.4	1714	13.7	667	1.9
3/25/14	TUE	24	9.73	3.07	2.53	0.00	7.64	2.55	0.0	51.2	2.0	613		243	3.0	5100	10.4	1846	14.5	556	1.6
3/26/14	WED	24	9.59	3.09	2.52	0.08	7.46	2.58	0.0	51.5	2.0	618		240	3.0	5160	10.8	1582	12.7	612	1.8
3/27/14	THU	24	9.74	3.06	2.52	0.01	7.59	2.55	0.0	51.0	2.0	612		244	3.0	5230	10.7	1846	14.6	649	1.9
3/28/14	FRI	24	9.78	3.05	2.53	0.00	7.61	2.56	0.0	50.8	2.0	610		245	3.0	5300	10.9	1846	14.5	667	1.9
3/29/14	SAT	24	9.90	3.08	2.55	0.10	7.45	2.62	0.0	51.3	2.0	616		248	3.0	5330	11.2	1780	14.3	593	1.7
3/30/14	SUN	24	9.63	3.07	2.54	0.00	7.61	2.55	0.0	51.2	2.0	613		241	3.0	5210	10.7	1648	13.0	667	1.9
3/31/14	MON	24	9.52	3.08	2.49	0.04	7.74	2.61	0.0	51.4	2.0	617		238	3.0	5080	10.2	1846	14.3	593	1.7
TOTAL		744	298.59	93.71	77.37	0.98	234.06	79.30	1.0	1563		18742		7471		160680		57234		19022	
MAX		24	10.18	3.14	2.64	0.10	7.88	2.72	1.0	52.4		629		255	3.0	5610	11.5	2110	16.8	667	1.9
MIN		24	9.22	2.42	1.92	0.00	7.23	2.48	0.0	40.3		484		231	3.0	4830	10.0	1582	12.6	501	1.5
AVG		24	9.63	3.02	2.50	0.04	7.55	2.56	1.0	50.4		605		241	3.0	5183	10.7	1846	14.7	614	1.8

Membrane Softening Water Treatment Plant Monthly Operations Report
MARCH 2014

Name(s) and Operator Certification Number(s) for all certified Operators working at the Plant: B. Bisram 8230A E. Christie 13173B B. Johnson 13220C S. Dixon 7279B. J. Dieulio 14735C K. Clark 6524A J. Crawford 13579A B. Farrell 14090A.
Name of Plant Manager or Shift Supervisor: Eu ene F. Pennetti Assistant Plant Mana er
O erator Trainee: J. Lazarre
I certify this report is correct:

		Raw Water									Finished Water												
DATE	DAY	pH	COND	TEMP F	M ALK	CA. HARD	TL. HARD	N.T.U.	Fe	COLOR	PH	COND	FREE CL	TOT CL	NTU	P ALK	M ALK	CAL. HARD	TOT HARD	L.S.I.	Fe	COLOR	FL
3/1/14	SAT																						
3/2/14	SUN																						
3/3/14																							
3/4/14	TUE																						
3/5/14	WED																						
3/6/14	THU																						
3/7/14	FRI																						
3/8/14	SAT																						
3/9/14	SUN																						
3/10/14	MON																						
3/11/14	TUE																						
3/12/14																							
3/13/14	THU																						
3/14/14	FRI																						
3/15/14	SAT																						
3/16/14	SUN																						
3/17/14																							
3/18/14	TUE																						
3/19/14	ED																						
3/20/14	THU																						
3/21/14	FRI																						
3/22/14	SAT																						
3/23/14	SUN																						
3/24/14	MON																						
3/25/14	TUE																						
3/26/14	WED																						
3/27/14	THU																						
3/28/14	FRI																						
3/29/14	SAT																						
3/30/14	SUN																						
3/31/14	MON																						
TOTAL																							
MAX		7.28	595	24.7	248	240	276	0.19	0.93	56	8.70	120	2.3	2.4	0.10	1	28	18	20	0.15	0.08	3	0.98
MIN		6.90	524	22.5	228	220	248	0.12	0.82	37	8.50	116	2.1	2.2	0.08	1	26	16	18	-0.11	0.05	0	0.03
AVG		7.10	543	23.9	234	228	261	0.14	0.89	48	8.58	118	2.2	2.3	0.09	1	27	17	19	-0.04	0.07	2	0.86

Membrane Softening Water Treatment Plant Monthly Operations Report
APRIL 2014

Name of plant: **City of Miramar Membrane Softening Water Treatment Plant** **BCHD Operations Permit # 06-58-00064**
Plant Address: **4100 S .Flamingo Road. Miramar, Fl. 33027**
County: **Broward** **ID NO:** Tel # **954-438-1228**
Desi n Flow: **17.5 MGD** **19076** Consumptive Use Permit # **06-00054-W**

		Flows								Chemicals											
			Biscyne Floridan			Biscyne	Flor:		Gen.	Reverse Osmosis				Nanofiltration		Finished (NF and RO Permeate) Water					
		Plant	Raw	RAW	Bypass	Perm	Perm	Conc	run	A-102 PLUS		93 % Sulfuric Acid		A-102 PLUS		Sodium Hypo as Cl2		50 % Caustic		Flurosilicic as F-	
	Da	Hrs	m d	m d	m d	m d	m d	m d	time	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l
4/1/14	TUE	24	9.30	3.03	0.10	7.26	2.50	2.55	0.0	50.5	2.0	605	24.0	233	3.0	4870	10.1	1493	12.3	323	1.0
4/2/14	WED	24	9.73	3.12	0.01	7.60	2.56	2.55	0.0	52.0	2.0	623	24.0	243	3.0	4870	9.6	1493	11.8	333	1.0
4/3/14	THU	24	9.43	3.15	0.01	7.53	2.58	2.54	0.0	52.5	2.0	629	24.0	236	3.0	5200	10.4	1493	11.9	354	1.0
4/4/14	FRI	24	9.70	2.95	0.02	7.57	2.46	2.53	0.0	49.1	2.0	589	24.0	243	3.0	5230	10.4	1493	11.8	414	1.2
4/5/14	SAT	24	9.77	3.14	0.00	7.69	2.60	2.54	0.0	52.4	2.0	629	24.0	244	3.0	5020	9.8	1493	11.6	384	1.1
4/6/14	SUN	24	9.64	3.06	0.00	7.59	2.55	2.53	0.0	51.0	2.0	612	24.0	241	3.0	5060	10.0	1493	11.8	354	1.0
4/7/14	MON	24	9.66	3.00	0.03	7.60	2.41	2.54	0.0	50.0	2.0	599	24.0	242	3.0	4750	9.4	1493	11.8	384	1.1
4/8/14	TUE	24	9.73	3.06	0.00	7.55	2.56	2.54	0.0	51.1	2.0	613	24.0	243	3.0	5140	10.2	1493	11.9	374	1.1
4/9/14	WED	24	9.53	3.05	0.02	7.54	2.43	2.53	0.0	50.8	2.0	609	24.0	238	3.0	5130	10.2	1493	11.9	343	1.0
4/10/14	THU	24	9.72	3.08	0.00	7.58	2.61	2.53	0.0	51.3	2.0	616	24.0	243	3.0	4910	9.7	1493	11.8	354	1.0
4/11/14	FRI	24	9.95	3.06	0.05	7.74	2.52	2.62	0.0	51.0	2.0	611	24.0	249	3.0	5160	10.0	1369	10.6	354	1.0
4/12/14	SAT	24	9.55	3.12	0.00	7.41	2.58	2.45	0.0	52.1	2.0	625	24.0	239	3.0	5000	10.1	1369	11.1	364	1.1
4/13/14	SUN	24	9.67	3.22	0.00	7.58	2.52	2.53	0.0	53.7	2.0	643	24.0	242	3.0	5290	10.5	1493	11.8	424	1.2
4/14/14	N	24	9.44	2.88	0.03	7.60	2.49	2.56	0.0	48.1	2.0	576	24.0	236	3.0	4940	9.7	1369	10.8	384	1.1
4/15/14	TUE	24	9.60	3.07	0.12	7.47	2.50	2.62	0.0	51.2	2.0	614	24.0	240	3.0	5050	10.1	1369	11.0	333	1.0
4/16/14	WED	24	9.66	3.11	0.00	7.47	2.56	2.49	0.0	51.8	2.0	621	24.0	242	3.0	5200	10.4	1369	11.0	354	1.0
4/17/14	THU	24	9.43	3.03	0.09	7.64	2.50	2.63	0.0	50.5	2.0	605	24.0	236	3.0	5290	10.4	1493	11.7	343	1.0
4/18/14	FRI	24	9.48	3.05	0.04	7.48	2.53	2.56	0.0	50.9	2.0	610	24.0	237	3.0	4660	9.3	1493	12.0	354	1.0
4/19/14	SAT	24	9.39	3.14	0.00	7.55	2.66	2.55	0.0	52.3	2.0	627	24.0	235	3.0	4580	9.1	1369	10.9	303	0.9
4/20/14		24	9.36	3.07	0.02	7.57	2.47	2.54	0.0	51.2	2.0	614	24.0	234	3.0	5300	10.5	1493	11.8	313	0.9
4/21/14	MON	24	9.33	2.99	0.03	7.52	2.44	2.54	0.0	49.9	2.0	598	24.0	233	3.0	5620	11.2	1244	9.9	343	1.0
4/22/14	TUE	24	9.15	3.07	0.01	7.53	2.50	2.53	0.0	51.2	2.0	614	24.0	229	3.0	5900	11.7	1306	10.4	354	1.0
4/23/14	WED	24	9.47	3.05	0.03	7.47	2.51	2.54	0.0	50.8	2.0	609	24.0	237	3.0	5730	11.5	1431	11.5	333	1.0
4/24/14	THU	24	9.85	3.09	0.06	7.54	2.57	2.60	0.0	51.5	2.0	617	24.0	246	3.0	5610	11.1	1493	11.9	333	1.0
4/25/14	FRI	24	9.70	3.07	0.02	7.52	2.52	2.54	0.0	51.1	2.0	613	24.0	243	3.0	5230	10.4	1244	9.9	384	1.1
4/26/14	SAT	24	9.89	3.12	0.01	7.35	2.53	2.49	0.0	52.0	2.0	623	24.0	247	3.0	5260	10.7	1244	10.2	364	1.1
4/27/14		24	9.75	3.06	0.00	7.54	2.52	2.52	0.0	51.0	2.0	612	24.0	244	3.0	5160	10.3	1369	10.9	333	1.0
4/28/14	MON	24	9.69	3.02	0.01	7.72	2.49	2.57	0.0	50.4	2.0	604	24.0	242	3.0	4710	9.1	1244	9.7	374	1.1
4/29/14	TUE	25	9.66	3.05	0.00	7.58	2.52	2.52	0.0	50.9	3.0	611	24.0	242	4.0	4600	9.1	1244	9.8	354	1.0
4/30/14	ED	26	9.78	3.09	0.02	7.59	2.54	2.55	0.0	51.5	4.0	618	24.0	245	5.0	4690	9.3	1244	9.8	343	1.0
TOTAL		723	288.01	91.96	0.72	226.37	75.71	76.31	0.0	1533.8	63.0	18391	719	7206	93.0	153160	304.3	42175	335.1	10656	30.8
MAX		26	9.95	3.22	0.12	7.74	2.66	2.63	0.0	53.7	4.0	643	24	249	5.0	5900	11.7	1493	12.3	424	1.2
MIN		24	9.15	2.88	0.00	7.26	2.41	2.45	0.0	48.1	2.0	576	24	229	3.0	4580	9.1	1244	9.7	303	0.9
AVG		24	9.60	3.07	0.03	7.55	2.52	2.54	0.0	51.1	2.1	613	24	240	3.1	5105	10.1	1406	11.2	355	1.0

Membrane Softening Water Treatment Plant Monthly Operations Report
APRIL 2014

Name(s) and Operator Certification Number(s) for all certified operators working at the plant: B. Bisram 8230A E. Christie 13173B B. Johnson 13220C S. Dixon 7279B.
Name of plant manager or Shift supervisor: Eugene F. Pennetti J. Dieulio 14735C K. Clar · 6524A J. Cr f> d 13579A B. Farrell 14090A.
I certify this report is correct: J. Lazarre Trainee

		Raw Water											Finished Water										
DATE	DAY	pH	COND	TEMP F	M ALK	CA. HARD	TL. HARD	N.T.U.	Fe	COLOR	PH	COND	FREE CL	TOT CL	NTU	P ALK	M ALK	CAL. HARD	TOT HARD	L.S.I.	Fe	COLOR	F-
4/1/14	TUE																						
4/2/14	ED																						
4/3/14	THU																						
4/4/14	FRI																						
4/5/14	SAT																						
4/6/14	SUN																						
4/7/14	ON																						
4/8/14	TUE																						
4/9/14																							
4/10/14	THU																						
4/11/14	FRI																						
4/12/14	SAT																						
4/13/14	UN																						
4/14/14																							
4/15/14	TUE																						
4/16/14	ED																						
4/17/14	THU																						
4/18/14	FRI																						
4/19/14	SAT																						
4/20/14	SUN																						
4/21/14																							
4/22/14	TUE																						
4/23/14	ED																						
4/24/14	THU																						
4/25/14	FRI																						
4/26/14	SAT																						
4/27/14	UN																						
4/28/14																							
4/29/14	TUE																						
4/30/14	ED																						
TOTAL		155.64	11884	538.0	5156	4936	5588	3.28	19.54	1068	256	3499	64.5	69.7	2.70	30	805	508	550	-1.66	2.06	52	24.60
MAX		7.22	558	25.4	244	232	264	0.19	0.98	62	8.62	120	2.3	2.4	0.10	1	31	18	19	0.05	0.09	3	0.95
MIN		7.00	531	23.8	228	216	240	0.12	0.82	38	8.48	114	2.0	2.2	0.08	1	26	16	18	-0.12	0.06	1	0.09
AVG		7.07	540	24.5	234	224	254	0.15	0.89	49	8.55	117	2.2	2.3	0.09	1	27	17	18	-0.83	0.07	2	0.82

Membrane Softening Water Treatment Plant Monthly Operations Report

MAY-14'

Name of Plant: **City of Miramar Membrane Softening Water Treatment Plant** — **BCHD Operations Permit # 06-58-00064**

Plant Address: **4100 S .Flamingo Road, Miramar, Fl. 33027**

County: **Broward** **ID NO: 4060925-2** — Tel # **954-438-1228**

Desi n Flow: **17.5 MGD** Service Connections: **19076** — Consum tive Use Permit # **06-00054-W**

		Flows								Chemicals											
			Biscyne	Floridan	Flor:		Biscyne		Gen.	TRAIN 6				Trains(1-5)							
		Plant	Raw	RAW	Perm	Bypass	Perm	Conc	run	A-102 PLUS		93 % Sulfuric Acid		A-102 PLUS		Sodium Hypo as CL		50 % Caustic		Fluosilicic as F-	
	Da	Hrs	m d	m d	m d	m d	m d	m d	time	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l	lbs.	m /l
5/1/14	THU	24	9.66	3.10	2.50	0.00	7.56	2.52	0.0	51.7	2.0	620		242	3.0	5270	10.9	1582	12.6	575	1.7
5/2/14	FRI	24	9.73	3.09	2.64	0.00	7.59	2.51	0.0	51.5	2.0	617		243	3.0	4980	10.2	1517	12.0	760	2.2
5/3/14	SAT	24	9.74	3.02	2.47	0.06	7.34	2.53	0.0	50.4	2.0	604		244	3.0	5520	11.7	1385	11.3	649	1.9
5/4/14	SUN	24	9.33	3.03	2.50	0.13	7.37	2.62	0.0	50.5	2.0	606		233	3.0	5150	10.9	1582	12.9	649	1.9
5/5/14	MON	24	8.83	3.04	2.50	0.06	7.17	2.51	0.0	50.8	2.0	609		221	3.0	5300	11.5	1451	12.1	649	2.0
5/6/14	TUE	24	9.69	3.10	2.52	0.00	7.69	2.56	0.0	51.7	2.0	620		242	3.0	5070	10.3	1582	12.3	593	1.7
5/7/14	WED	24	9.76	3.09	2.55	0.01	7.65	2.58	0.0	51.6	2.0	619		244	3.0	5920	12.1	1582	12.4	575	1.6
5/8/14	THU	24	9.70	3.08	2.61	0.00	7.76	2.59	0.0	51.4	2.0	616		243	3.0	5590	11.2	1582	12.2	686	1.9
5/9/14	FRI	24	10.04	3.05	2.46	0.03	7.59	2.57	0.0	50.8	2.0	609		251	3.0	5650	11.6	1582	12.5	723	2.1
5/10/14	SAT	24	9.86	3.05	2.52	0.00	7.65	2.51	0.0	50.8	2.0	609		247	3.0	6000	12.2	1451	11.4	723	2.1
5/11/14	SUN	24	9.83	3.07	2.54	0.01	7.65	2.58	0.0	51.2	2.0	613		246	3.0	5740	11.7	1451	11.4	667	1.9
5/12/14	MON	24	9.69	3.09	2.48	0.03	7.82	2.62	0.0	51.5	2.0	617		242	3.0	5400	10.8	1451	11.1	723	2.0
5/13/14	TUE	24	9.82	3.07	2.52	0.00	7.73	2.57	0.0	51.1	2.0	613		246	3.0	5460	11.0	1451	11.2	519	1.5
5/14/14	WED	24	9.60	3.05	2.57	0.00	7.35	2.49	0.0	50.8	2.0	609		240	3.0	5480	11.6	1319	10.7	593	1.8
5/15/14	THU	24	7.57	3.09	2.48	0.11	6.17	2.31	0.0	51.5	2.0	617		189	3.0	4960	12.5	1187	11.5	593	2.1
5/16/14	FRI	24	8.55	3.05	2.53	0.00	6.93	2.38	0.0	50.9	2.0	610		214	3.0	5320	12.0	1187	10.3	612	1.9
5/17/14	SAT	24	7.84	3.08	2.55	0.00	6.18	2.21	0.0	51.3	2.0	615		196	3.0	5250	13.2	1055	10.2	501	1.8
5/18/14	SUN	24	9.00	3.06	2.53	0.01	7.17	2.45	0.0	51.0	2.0	612		225	3.0	4800	10.4	1319	11.0	630	1.9
5/19/14	MON	24	9.54	3.07	2.47	0.03	7.76	2.60	0.0	51.2	2.0	614		239	3.0	5620	11.3	1451	11.2	686	1.9
5/20/14	TUE	24	8.16	3.07	2.54	0.05	6.44	2.33	0.0	51.2	2.0	614		204	3.0	5230	12.7	1187	11.1	464	1.6
5/21/14	WED	24	8.44	3.03	2.52	0.02	6.79	2.38	0.0	50.5	2.0	606		211	3.0	5220	12.0	1253	11.1	612	2.0
5/22/14	THU	24	9.72	3.12	2.53	0.00	7.88	2.58	0.0	52.0	2.0	624		243	3.0	6220	12.3	1451	11.0	575	1.6
5/23/14	FRI	24	10.17	3.12	2.51	0.01	7.55	2.53	0.0	52.0	2.0	623		254	3.0	5340	11.0	1451	11.5	723	2.1
5/24/14	SAT	24	8.42	3.02	2.57	0.00	7.25	2.37	0.0	50.4	2.0	604		211	3.0	5200	11.2	1319	10.9	705	2.1
5/25/14	SUN	24	9.66	3.06	2.54	0.00	7.84	2.59	0.0	51.0	2.0	612		242	3.0	5320	10.6	1319	10.1	612	1.7
5/26/14	MON	24	9.18	3.06	2.47	0.00	7.50	2.51	0.0	51.0	2.0	611		230	3.0	5370	11.2	1319	10.5	705	2.0
5/27/14	TUE	24	9.63	3.07	2.52	0.00	7.79	2.57	0.0	51.3	2.0	615		241	3.0	5060	10.1	1451	11.2	705	2.0
5/28/14	WED	24	8.66	3.03	2.53	0.00	6.85	2.34	0.0	50.5	2.0	606		217	3.0	5380	12.2	1253	11.0	519	1.7
5/29/14	THU	24	9.93	3.12	2.53	0.00	7.81	2.58	0.0	52.0	2.0	624		248	3.0	5000	10.0	1385	10.6	630	1.8
5/30/14	FRI	24	9.85	3.02	2.51	0.00	7.71	2.54	0.0	50.3	2.0	603		246	3.0	5660	11.4	1451	11.3	667	1.9
5/31/14	SAT	24	9.97	3.07	2.49	0.00	7.50	2.51	0.0	51.2	2.0	614		249	3.0	5740	11.9	1451	11.6	501	1.5
TOTAL		744	289.57	95.03	78.19	0.58	229.05	77.52	0.0	1585		19005		7245		167220		43453		19523	
MAX		24	10.17	3.12	2.64	0.13	7.88	2.62	0.0	52.0		624		254	3.0	6220	13.2	1582	12.9	760	2.2
MIN		24	7.57	3.02	2.46	0.00	6.17	2.21	0.0	50.3		603		189	3.0	4800	10.0	1055	10.1	464	1.5
AVG		24	9.34	3.07	2.52	0.04	7.39	2.50	0.0	51.1		613		234	3.0	5394	11.4	1402	11.4	630	1.9

Membrane Softening Water Treatment Plant Monthly Operations Report

MAY 2014

Name(s) and Operator Certification Number(s) for all certified Operators working at the Plant: B. Bisram 8230A E. Christie 13173B B. Johnson 13220C S. Dixon 7279B. J. Dieulio 14735C K. Clark 6524A J. Crawford 13579A B. Farrell 14090A & Trainee: J. Lazzare

Name of Plant Manager or Shift Supervisor: Eu ene F. Pennetti Ast. Plant Mana er

I certify this report is correct:

		Raw Water											Finished Water										
DATE	DAY	pH	COND	TEMP F	M ALK	CA. HARD	TL. HARD	N.T.U.	Fe	COLO	PH	COND	FREE CL	TOT CL	NTU	P ALK	M ALK	CAL. HARD	TOT HARD	L.S.I.	Fe	COLOR	FL
5/1/14	THU																						
5/2/14	FRI																						
5/3/14	SAT																						
5/4/14	SUN																						
5/5/14	ON																						
5/6/14	TUE																						
5/7/14	ED																						
5/8/14	THU																						
5/9/14	FRI																						
5/10/14	SAT																						
5/11/14	SUN																						
5/12/14	ON																						
5/13/14	TUE																						
5/14/14	ED																						
5/15/14	THU																						
5/16/14	FRI																						
5/17/14	SAT																						
5/18/14	UN																						
5/19/14	ON																						
5/20/14	TUE																						
5/21/14	ED																						
5/22/14	THU																						
5/23/14	FRI																						
5/24/14	SAT																						
5/25/14	SUN																						
5/26/14	ON																						
5/27/14	TUE																						
5/28/14	ED																						
5/29/14	THU																						
5/30/14	FRI																						
5/31/14	SAT																						
TOTAL																							
MAX		7.15	561	25.6	260	236	264	0.22	1.01	57	8.63	139	2.3	2.5	0.11	2	36	22	26	0.17	0.09	3	0.93
MIN		6.96	521	23.7	224	220	228	0.12	0.50	36	8.50	116	1.9	2.0	0.09	1	27	16	18	-0.06	0.05	0	0.81
AVG		7.06	542	24.5	241	224	248	0.16	0.87	46	8.55	130	2.1	2.3	0.09	1	32	19	22	0.09	0.07	2	0.88

Membrane Softening Water Treatment Plant Monthly Operations Report

JANUARY 2014

Name(s) and Operator Certification Number(s) for all certified operators working at the Plant: B. Bisram 8230A E. Christie 13173B B. Johnson 13220C S. Dixon 7279B, J. Dieulio 14735C K. Clark 6524A J. Crawford 13579A B. Farrell 14090A.

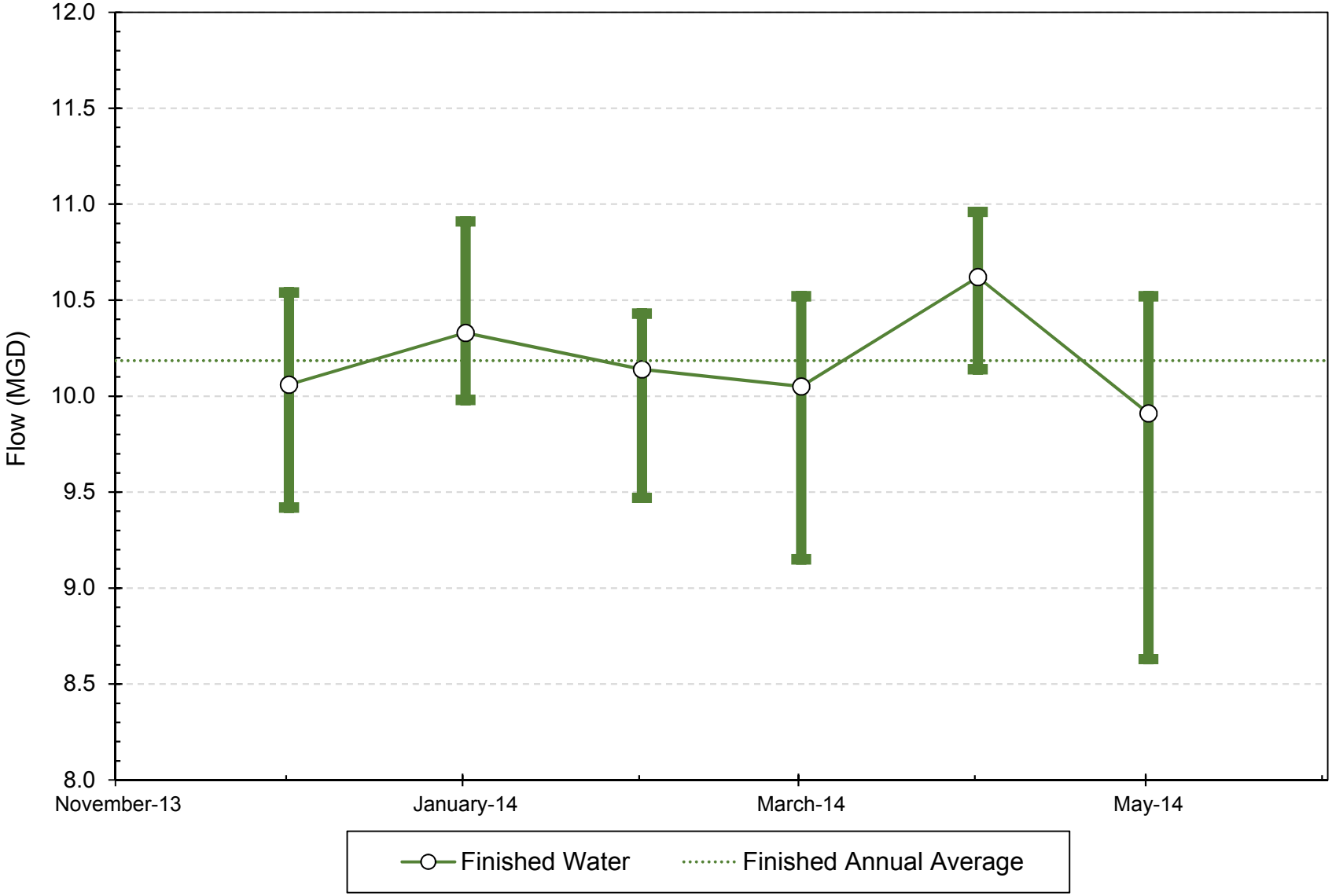
Name of Plant Manager or Shift Supervisor: Eu ene F. Pennetti Ast. Plant Mana er

I certify this report is correct:

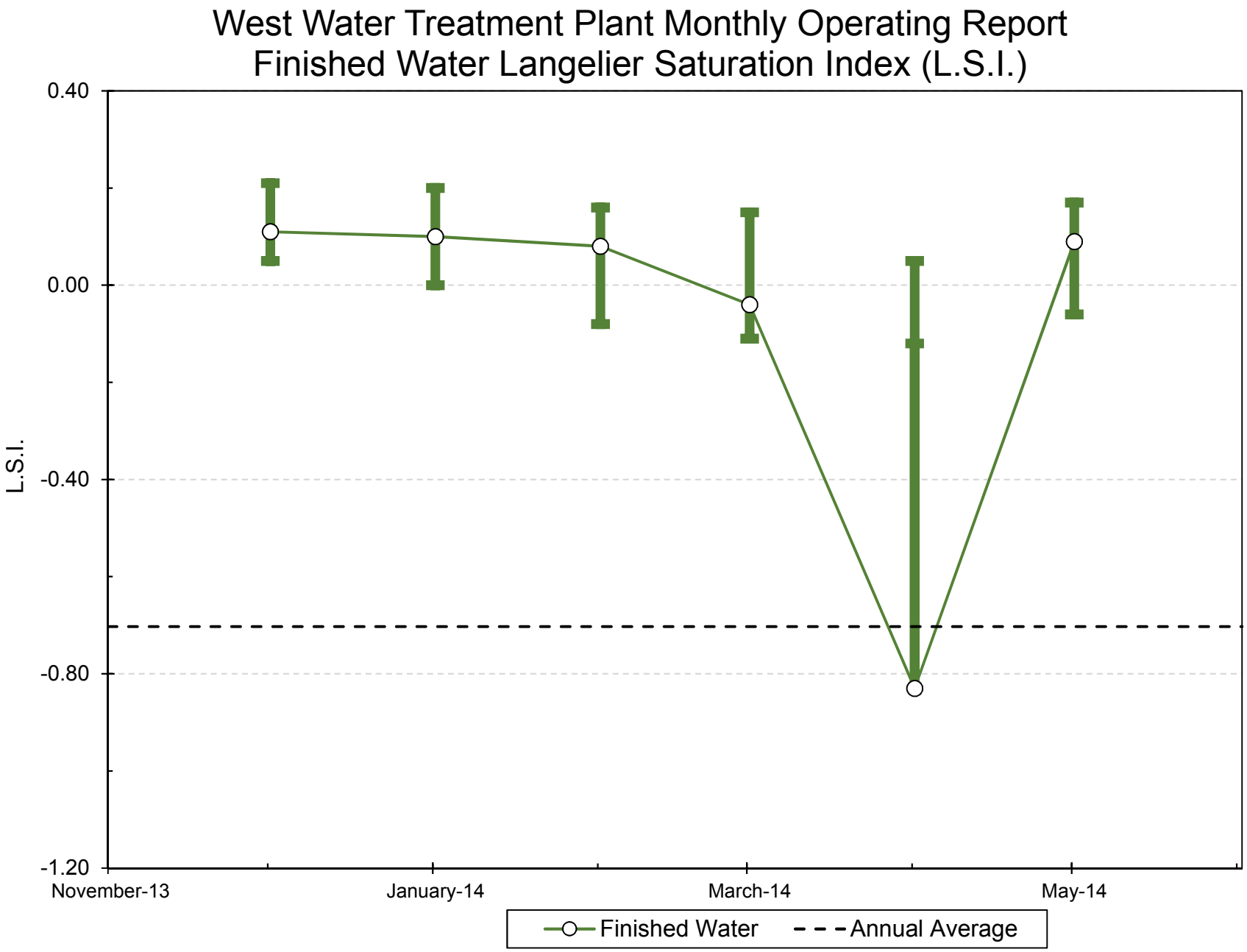
J. Lazarre: Trainee

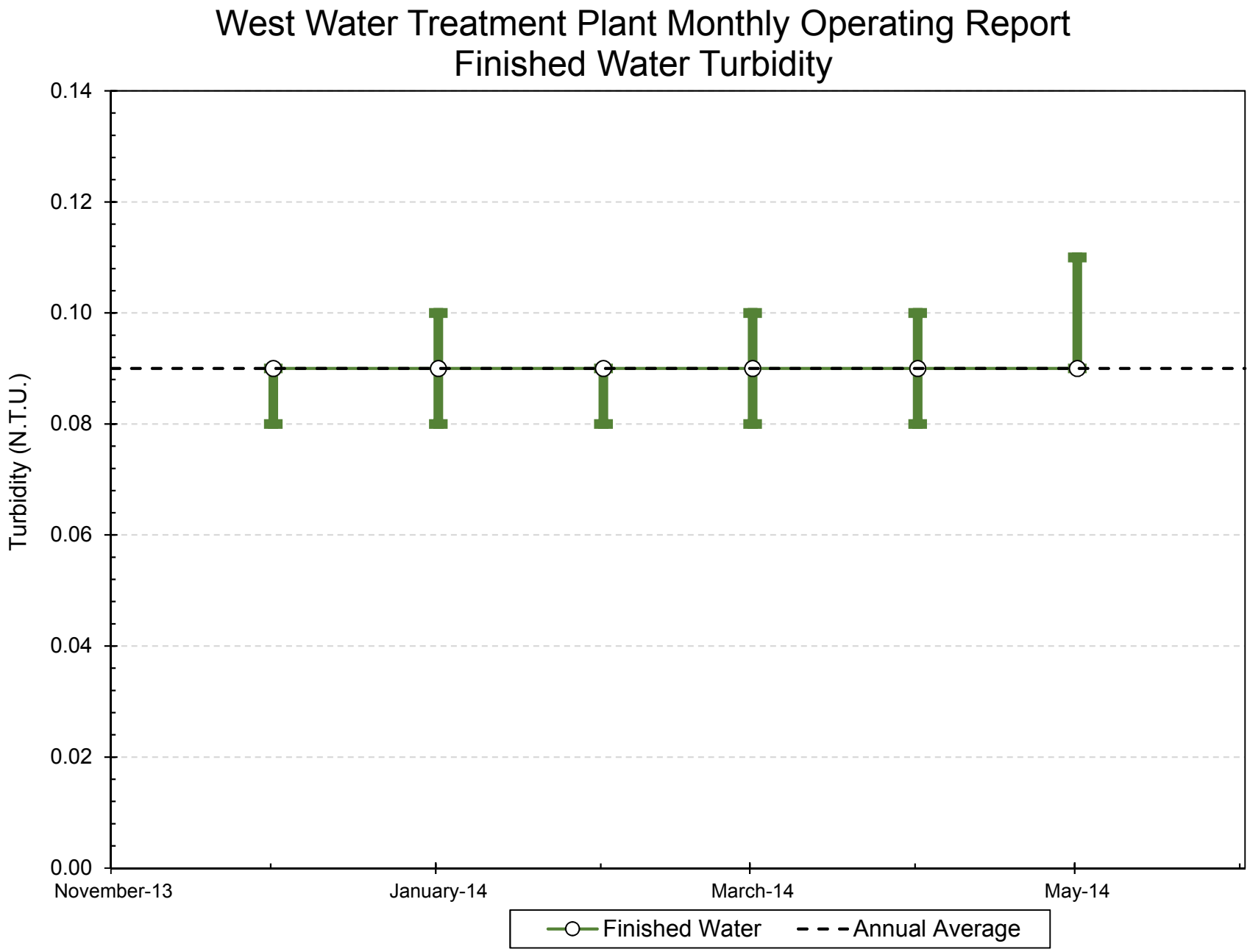
		Raw Water									Finished Water												
DATE	DAY	pH	COND	TEMP F	M ALK	CA. HARD	TL. HARD	N.T.U.	Fe	COLO	PH	COND	FREE CL	TOT CL	NTU	P ALK	M ALK	CAL. HARD	TOT HARD	L.S.I.	Fe	COLOR	FL
1/1/14																							
1/2/14	THU																						
1/3/14	FRI																						
1/4/14	SAT																						
1/5/14	SUN																						
1/6/14																							
1/7/14	TUE																						
1/8/14	WED																						
1/9/14	THU																						
1/10/14	FRI																						
1/11/14	SAT																						
1/12/14	SUN																						
1/13/14	MON																						
1/14/14	TUE																						
1/15/14	WED																						
1/16/14	THU																						
1/17/14	FRI																						
1/18/14	SAT																						
1/19/14	SUN																						
1/20/14	MON																						
1/21/14	TUE																						
1/22/14	WE																						
1/23/14	THU																						
1/24/14	FRI																						
1/25/14	SAT																						
1/26/14	SUN																						
1/27/14	MON																						
1/28/14	TUE																						
1/29/14	WED																						
1/30/14	THU																						
1/31/14	FRI																						
TOTAL																							
MAX		7.20	550	24.5	256	236	276	0.24	1.06	57	8.74	122	2.3	2.4	0.10	1	29	19	21	0.2	0.08	4	0.94
MIN		7.00	539	22.2	228	228	224	0.11	0.86	42	8.60	116	2.1	2.2	0.08	1	26	16	18	0.0	0.05	1	0.6
AVG		7.09	545	23.5	237	232	265	0.16	0.92	49	8.67	119	2.2	2.3	0.09	1	27	18	20	0.1	0.07	2	0.80

West Water Treatment Plant Monthly Operating Report
Finished Water Flow

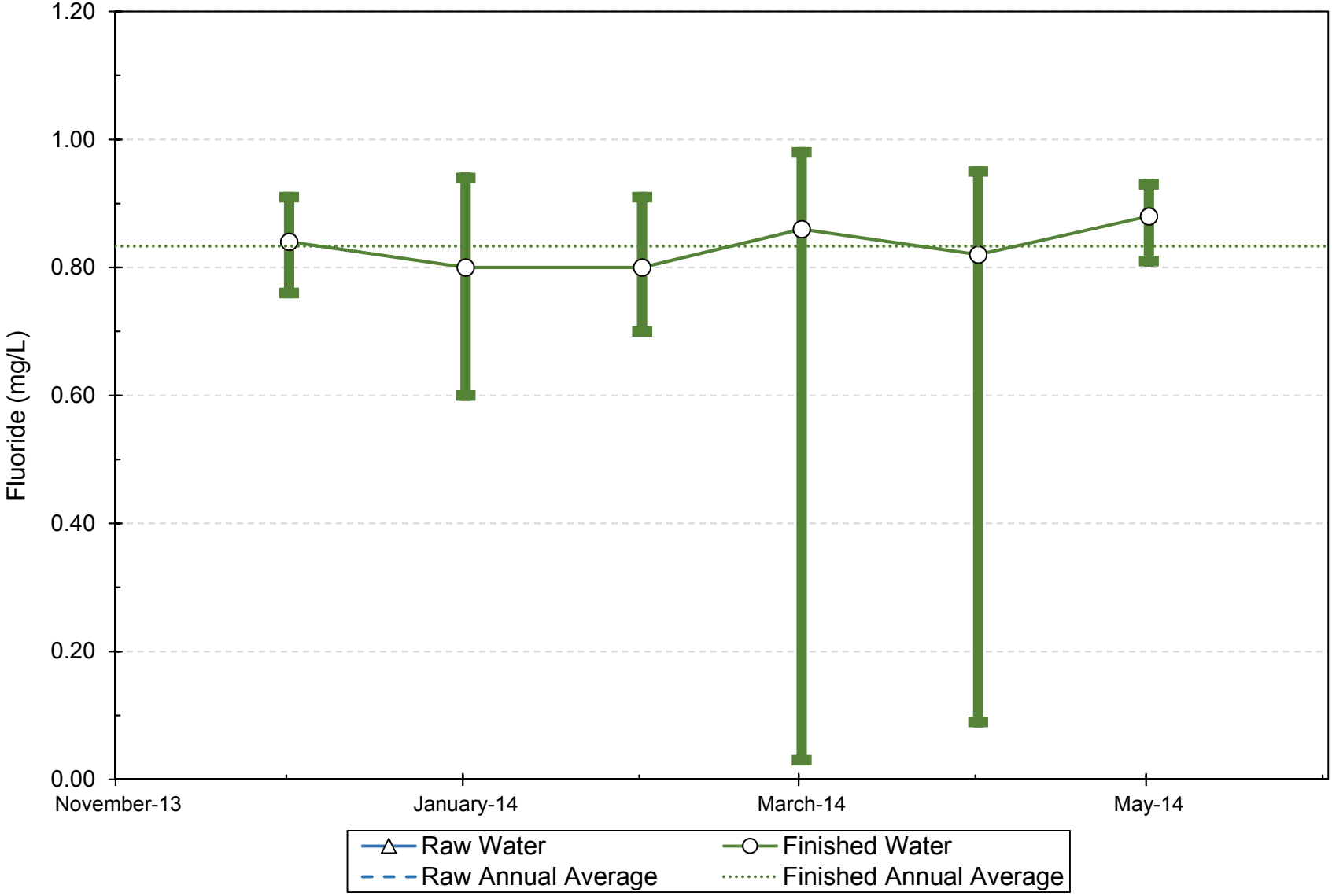


Notes: (1) Error Bars depict extreme samples within each month


West Water Treatment Plant Monthly Operating Report
Finished Water Langelier Saturation Index (L.S.I.)
0.40
0.00
-0.40
-0.80
-1.20
L.S.I.
November-13
January-14
March-14
May-14
Finished Water
Annual Average

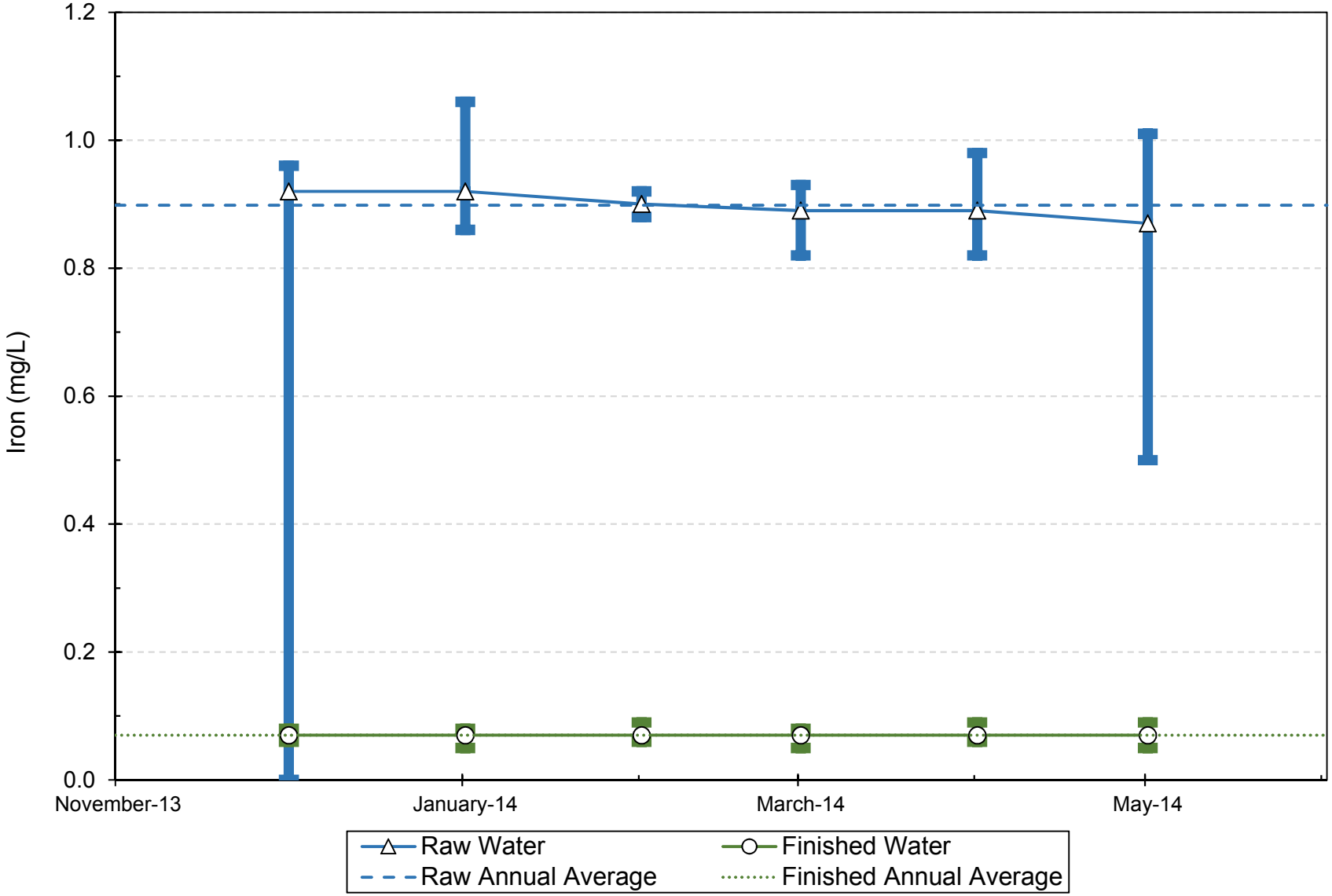

West Water Treatment Plant Monthly Operating Report
Finished Water Turbidity
Turbidity (N.T.U.)
0.14
0.12
0.10
0.08
0.06
0.04
0.02
0.00
November-13
January-14
March-14
May-14
Finished Water
Annual Average

West Water Treatment Plant Monthly Operating Report
Raw and Finished Water Fluoride



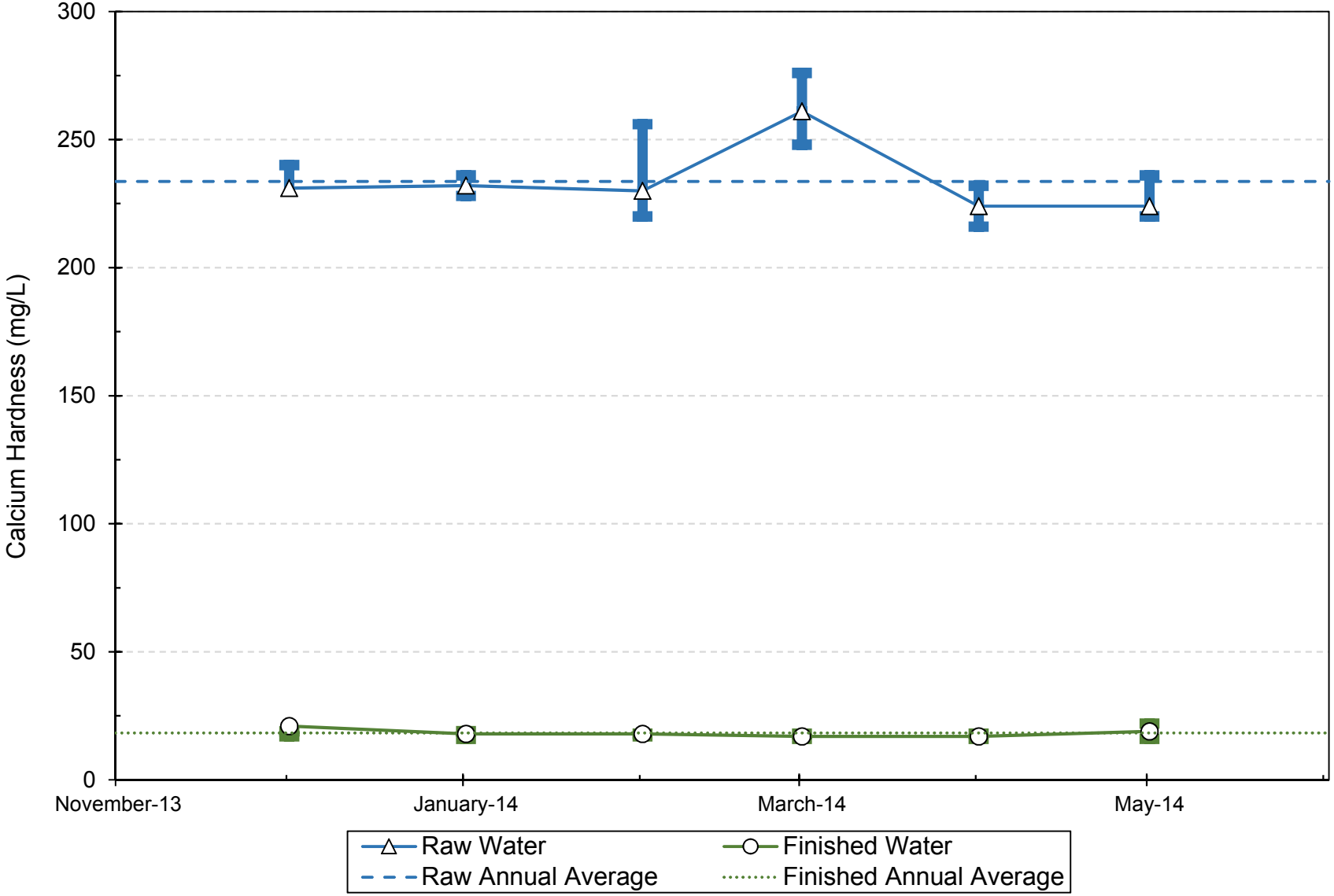
Notes: (1) Error Bars depict extreme samples within each month

West Water Treatment Plant Monthly Operating Report
Raw and Finished Water Total Iron



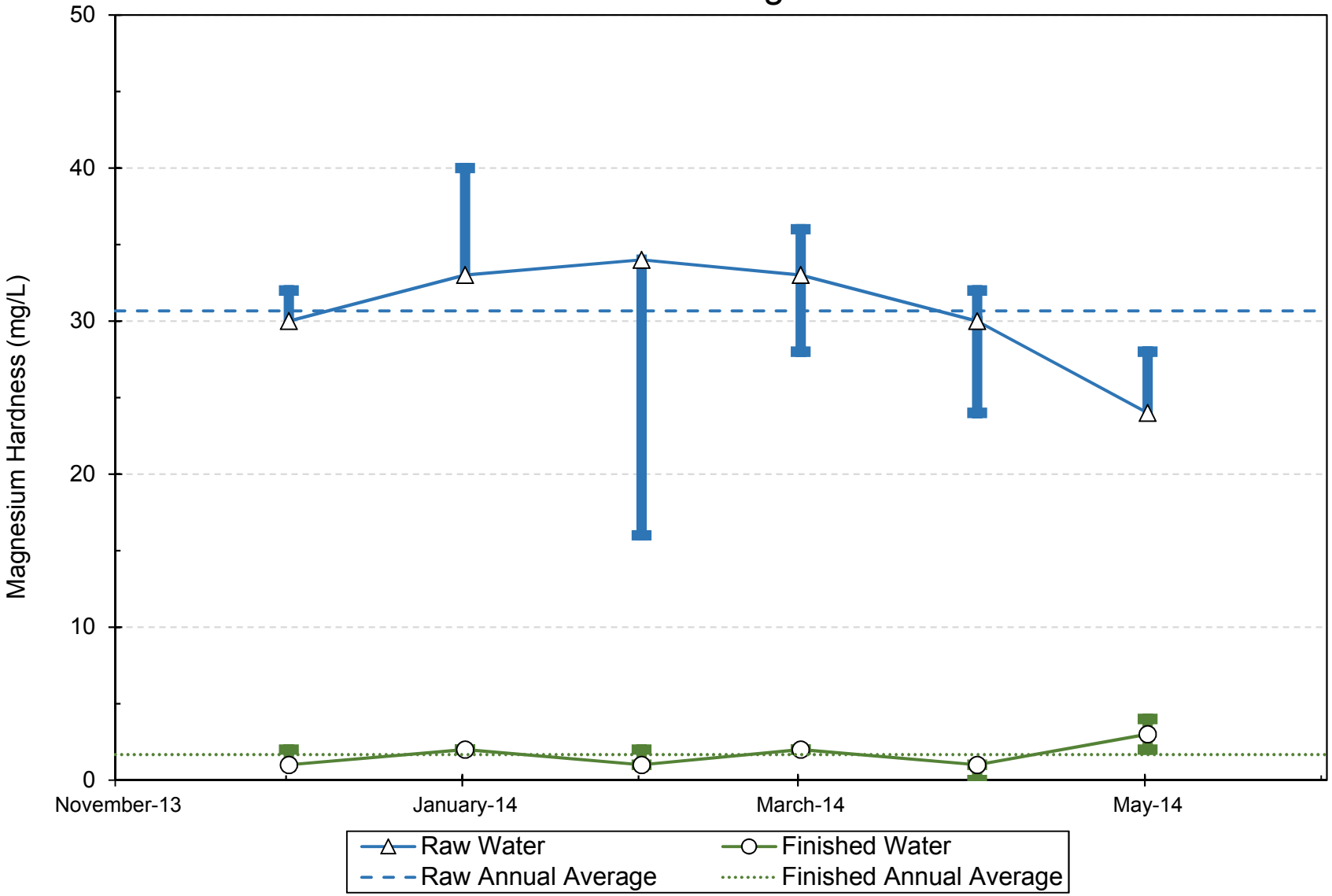
Notes: (1) Error Bars depict extreme samples within each month

West Water Treatment Plant Monthly Operating Report
Raw and Finished Water Calcium Hardness



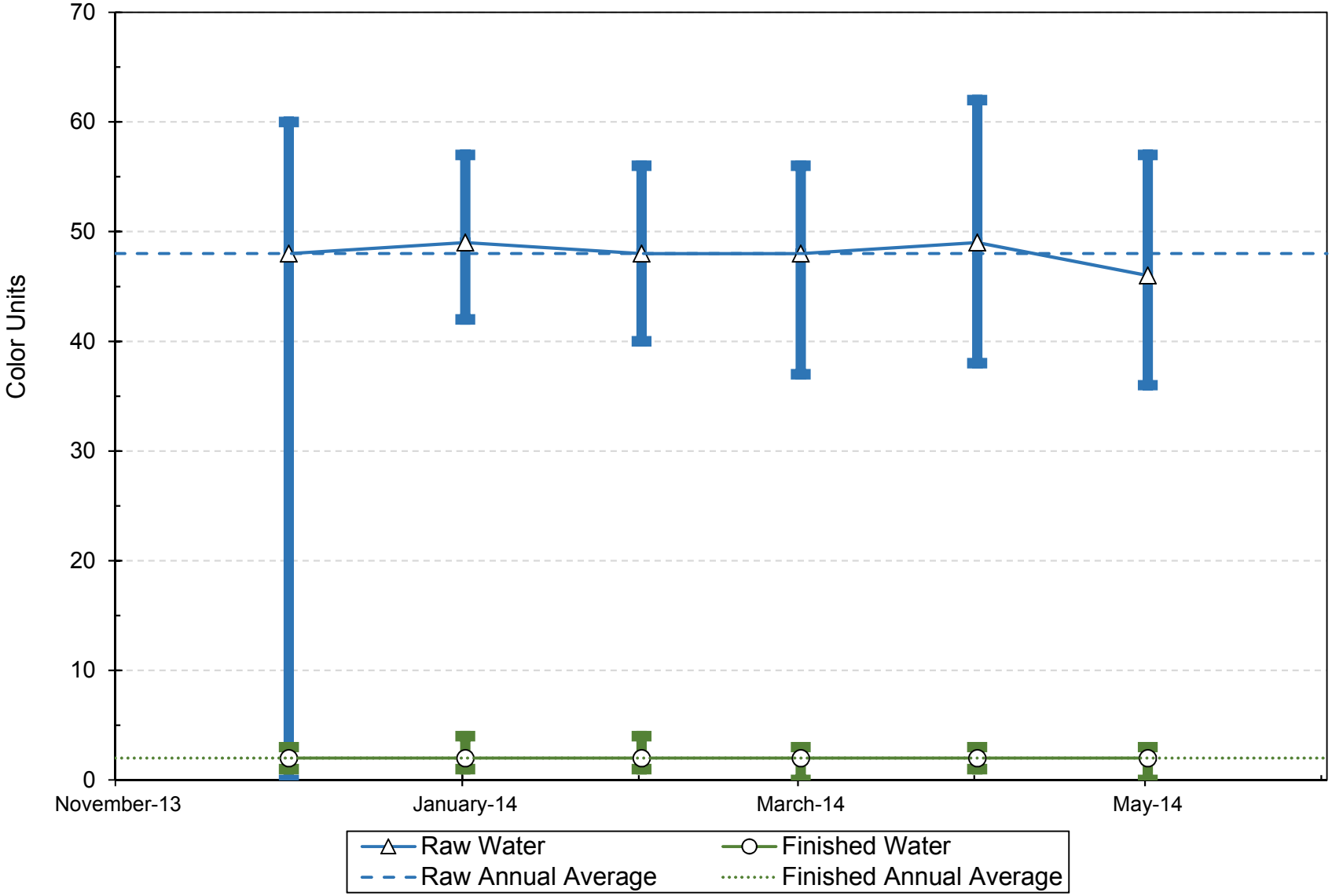
Notes: (1) Error Bars depict extreme samples within each month

West Water Treatment Plant Monthly Operating Report
Raw and Finished Water Magnesium Hardness



Notes: (1) Error Bars depict extreme samples within each month

West Water Treatment Plant Monthly Operating Report
Raw and Finished Water Color



Notes: (1) Error Bars depict extreme samples within each month

Appendix C

Finished Water Scenarios and Water Supply Alternatives Cost Estimate

HAZEN AND SAWYER
Environmental Engineers & Scientists

PRELIMINARY OPINION OF PROBABLE PROJECT COST - WATER SUPPLY PLANNING ALTERNATIVES
City of Miramar East WTP Renovation
Project Number: 40651-000

Last Updated: 10/24/14
Hazen and Sawyer, P.C.

QUALITATIVE CONSIDERATIONS	INTERMEDIATE SCENARIOS: Total Finished Water = 4.5 mgd					BUILDOUT SCENARIO: Total Finished Water = 6 mgd
	BASELINE ALTERNATIVE	**ALTERNATIVE 1A: MAINTAIN EXISTING WELLS**	**ALTERNATIVE 1B: UPGRADE EXISTING WELLS FOR WATER QUALITY AND PRESSURE IMPROVEMENTS**	**ALTERNATIVE 2A: NEW AND OLD WELLS**	**ALTERNATIVE 2B: NEW AND OLD WELLS WITH REDUNDANCY**	**ALTERNATIVE 3: ALL NEW WELLS WITH REDUNDANCY**
	BRIEF PROJECT DESCRIPTION: 3 mgd Nanofiltration Skid + 1.5 mgd existing Lime Plant water with future expandability and future decommission of Lime Plant. All pipe sized for buildout conditions.	**BRIEF PROJECT DESCRIPTION:** 3 mgd Nanofiltration Skid + 1.5 mgd existing Lime Plant water with future expandability and future decommission of Lime Plant. All pipe sized for buildout conditions. Assume installation of Booster Pump Station and common transmission header for Wells 1-5 and 6-9. Assume existing raw water production capacity will meet the needs of this Scenario with well rehabilitation and minor well pump improvements to the existing wells, and transmission system maintenance.	**BRIEF PROJECT DESCRIPTION:** 3 mgd Nanofiltration Skid + 1.5 mgd existing Lime Plant water with future expandability and future decommission of Lime Plant. All pipe sized for buildout conditions. Assume Wells 6-9 will supply Lime Plant. Perform wellhead rehabilitation for Wells 1-5. Assume existing raw water production capacity and pressure conditions will meet the needs of this Scenario with new well pumps, wellhead rehabilitation of the existing wells and transmission system maintenance.	**BRIEF PROJECT DESCRIPTION:** 3 mgd Nanofiltration Skid + 1.5 mgd existing Lime Plant water with future expandability and future decommission of Lime Plant. All pipe sized for buildout conditions. Assume Wells 6-9 will supply Lime Plant. Rehabilitate and rebuild Wells 4 and 5, as well as transmission lines, to increase production capacity and water quality. Construct one (1) new production well, 2 mgd production capacity, spaced a minimum of 1,000 ft from existing wells. Construct new common header for Wells 4 & 5 and New Wells to supply the NF system. Though uncertain without pilot testing, assume blending of new well water and rehabilitated wells will increase water quality and preclude the need for physical pretreatment including pressure filtration.	**BRIEF PROJECT DESCRIPTION**: 3 mgd Nanofiltration Skid + 1.5 mgd existing Lime Plant water with future expandability and future decommission of Lime Plant. All pipe sized for buildout conditions. Assume Wells 6-9 will supply Lime Plant. Construct three (3) new production wells, each with 2 mgd production capacity and a minimum of 1,000 ft spacing. Construct new transmission lines and common header for New Wells to supply the NF system.	**BRIEF PROJECT DESCRIPTION**: 6 mgd Nanofiltration Skid and decommission of Lime Plant. Construct five (5) new production wells, each with 2 mgd production capacity and a minimum of 1,000 ft spacing. Construct new transmission lines and common header for New Wells to supply the NF system.
ADVANTAGES						
①	Keep existing wells to minimize initial capital expenditures	Keep existing wells to minimize initial capital expenditures	Keep existing wells to minimize initial capital expenditures	Improves raw water quality needed for membrane treatment by addition of new wells, rehabilitation of two aging wells and transmission system	Improves water quality and minimizes potential fouling issues	Improves water quality and minimizes potential fouling issues
②	Keep existing raw water transmission lines to minimize initial capital expenditures	Keep existing raw water transmission lines to minimize initial capital expenditures	Keep existing raw water transmission lines to minimize initial capital expenditures	Provides additional wellfield capacity but does not provide reliability capacity	Provides new wellfield infrastructure to guarantee long term operations	Provides new wellfield infrastructure to guarantee long term operations
③	Construction disturbance around plant neighborhood is limited	Construction disturbance around plant neighborhood is limited	Construction disturbance around plant neighborhood is limited	Minimizes the number of new wells required and transmission line construction around neighborhood	Provides reliability capacity for raw water supply	Provides reliability capacity for raw water supply
④	Maintains blending of lime softened water and membrane treated water to reduce post-treatment costs	Maintains blending of lime softened water and membrane treated water to reduce post-treatment costs	Eliminates need of degasification/ transfer pumping	Maintains blending of LS water and membrane treated water to reduce post-treatment costs	Maintains blending of LS water and membrane treated water to reduce post-treatment costs	Maintains blending of LS water and membrane treated water to reduce post-treatment costs
⑤			Potentially eliminates the need for booster pumping	Potentially eliminates the need of additional pretreatment (physical). This should be confirmed via pilot testing	Eliminates the need for physical pretreatment and acidification	Eliminates the need for physical pretreatment and acidification
⑥				Eliminates the need for acidification, minimizing the complexity of operaton	Eliminates the need for booster pumping	Eliminates the need for booster pumping
⑦				Does not require additonal booster pumping to meet membrane pressure needs.	Minimizes the complexity of raw water supply/ pretreatment operations and decreases the overall O&M costs	Minimizes the complexity of raw water supply/ pretreatment operations and decreases the overall O&M costs
⑧					Eliminates the need for rehabilitation of aging wells and transmission system	Eliminates the need for rehabilitation of aging wells and transmission system
⑨					Eliminates the need for post-treatment degasification/ transfer pumping	Eliminates the need for post-treatment degasification/ transfer pumping
⑩					Minimizes required infrastructure on plant site, with preferable staging conditions for 6 mgd buildout	Minimizes required infrastructure on plant site, with preferable staging conditions for 6 mgd buildout
⑪						Provides additional raw water capacity for buildout condition and additional reliability
⑫						Eliminates the operation of aging lime softening facilities that may require major near-term upgrades

PRELIMINARY OPINION OF PROBABLE PROJECT COST - WATER SUPPLY PLANNING ALTERNATIVES
City of Miramar East WTP Renovation
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DISADVANTAGES						
①	Raw water production capacity needs may not be met	Requires rehabilitation of wells to improve water quality	Requires rehabilitation of wells to improve water quality	Requires initial capital expenditures for construction of new wells and rehabilitation of existing wells and transmission lines	Requires higher initial capital expenditures	Requires higher initial capital expenditures
②	Wellfield production is still limited and does not provide reliability	Requires rehabilitation of wells and transmission system to increase wellfield production	Requires rehabilitation of wells and transmission system to increase wellfield production	Wellfield production is limited and does not provide reliability for NF supply	Involves work offisite for wellfield and transmission system construction	Involves work offisite for wellfield and transmission system construction
③	Requires combined operation of Wells 1-5 and Wells 6-9 (in common header) to obtain necessary NF raw water supply	Requires combined operation of Wells 1-5 and Wells 6-9 (in common header) to obtain necessary NF raw water supply	Old existing transmission system may experience pipe separation due to higher pressures required	Old wellfield infrastructure still remains and will require upgrades at a later time	Creates construction disturbance around neighborhood	Creates construction disturbance around neighborhood
④	Building modifications for this alternative do not facilitate expansion capability	Wellfield production is still limited and does not provide reliability	Wellfield production is still limited and does not provide reliability	Could potentially require additional physical pretreatment after confirmation through pilot testing	Requires operation of aging lime softening plant needing potential major upgrades in the short term, limiting reliability and redundancy of plant operations	Requires operation of aging lime softening plant needing potential major upgrades in the short term, limiting reliability and redundancy of plant operations
⑤	Aging wellfield infrastructure needs to be upgraded at a later date	Aging wellfield infrastructure needs to be upgraded at a later date	Aging wellfield infrastructure needs to be upgraded at a later date	Requires operation of aging lime softening plant needing potential major upgrades in the short term, limiting reliability and redundancy of plant operations		Requires greater post-treatment chemical addition to achieved desired water quality goals, potentially increasing the operational costs
⑥	May potentially require additional physical pretreatment to control particle fouling	Requires additional physical pretreatment to control particle fouling	May potentially require additional physical pretreatment to control particle fouling			
⑦	May require additional chemical pretreatment to control iron oxidation and membrane fouling (sulfuric acid for pH adjustment)	Requires additional chemical pretreatment to control iron oxidation and membrane fouling (sulfuric acid for pH adjustment)	May potentially require additional chemical pretreatment to control iron oxidation and membrane fouling (sulfuric acid for pH adjustment)			
⑧	Generator Facilities may be necessary and are not accomodated in Alternative cost	Requires booster pumping to provide necessary pressure for membrane/pretreatment operation	Requires well pump upgrades to provide necessary pressure for membrane/pretreatment operation			
⑨	May potentially require post-treatment degasification and transfer pumping if pretreatment acidification is needed	Requires post-treatment degasification and transfer pumping due to utilization of acid for pH adjustment (additional pretreatment)	May potentially require post-treatment degasification and transfer pumping if pretreatment acidification is needed			
⑩	Additional booster pumping and pretreatment systems increase treatment system complexity and O&M costs	Additional booster pumping and pretreatment systems increase treatment system complexity and O&M costs	Requires operation of aging lime softening plant needing potential major near-term upgrades, limiting the reliability and redundancy of plant operations.			
⑪	Requires yard piping modifications to accommodate booster pump system	Requires yard piping modifications to accommodate booster pump system	Unknown conditions with well rehabilitation, such as potential need for well screens and replacement/repair of well casing			
⑫	Requires operation of aging lime softening plant needing potential major near-term upgrade	Requires operation of aging lime softening plant needing potential major near-term upgrades, limiting the reliability and redundancy of plant operations.				
⑬	Longer conveyance piping may be necessary for concentrate disposal	Unknown conditions with well rehabilitation, such as potential need for well screens and replacement/repair of well casing				

PRELIMINARY OPINION OF PROBABLE PROJECT COST - WATER SUPPLY PLANNING ALTERNATIVES
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		BASELINE ALTERNATIVE	**ALTERNATIVE 1A: MAINTAIN EXISTING WELLS**	**ALTERNATIVE 1B: UPGRADE EXISTING WELLS FOR WATER QUALITY AND PRESSURE IMPROVEMENTS**	**ALTERNATIVES 2A: NEW AND OLD WELLS**	**ALTERNATIVES 2B: NEW AND OLD WELLS WITH REDUNDANCY**	**ALTERNATIVE 3: ALL NEW WELLS WITH REDUNDANCY**
		NF = 3 mgd (3.75 at 80% Recovery) *LS = 1 - 1.5 mgd* *RW LS = 1 - 1.5 mgd* *RW NF = 3.75*	*NF = 3 mgd (3.75 at 80% Recovery)* *LS = 1 - 1.5 mgd* *RW LS = 1 - 1.5 mgd* *RW NF = 3.75*	*NF = 3 mgd (3.75 at 80% Recovery)* *LS = 1 - 1.5 mgd* *RW LS = 1 - 1.5 mgd* *RW NF = 3.75*	*NF = 3 mgd (3.75 at 80% Recovery)* *LS = 1.5 mgd* *RW LS = 1.5 mgd* *RW NF = 3.75*	*NF = 3 mgd (3.75 at 80% Recovery)* *LS = 1.5 mgd* *RW LS = 1.5 mgd* *RW NF = 4 mgd (Plus 1 Redundant Well)*	*NF = 6 mgd (7.5 at 80% Recovery)* *LS = 0 mgd* *RW LS = 0 mgd* *RW NF = 8 mgd (Plus 1 Redundant Well)*
	Description	*Install Nanofiltration with Initial LS Blending and Expandability to 6 mgd; Assume Existing Raw Water Wells Can Achieve Necesssary Production and Use (As Is); Limited Redundancy in Design*	*Install Nanofiltration with Initial LS Blending and Expandability to 6 mgd; Assume Existing Raw Water Wells Can Achieve Necessary Production Capacity with Well Rehabilitation*	*Install Nanofiltration with Expandability to 6 mgd; Assume Existing Onsite Raw Water Wells Can Achieve Necessary Production Capacity with Well Rehabilitation and Wellhead Upgrades; Maintain Wells 6-9 for Raw Water Supply to LS Plant*	*Combination of Well Rehabilitation (Wells 4 & 5) and New Well to Supply New NF System; Maintain Wells 6-9 for Raw Water Supply to LS Plant*	*Install New Wells for NF System; Maintain Wells 6-9 for Raw Water Supply to LS Plant*	*Complete Nanofiltration Buildout Scenario with New Wells to Obtain Production Capacity*
Item	**Cost Component [1]**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**
	RAW WATER SUPPLY [2], [3]						
1	Well Rehabilitation and/or Wellhead Rehabilitation	$0	$550,000	$640,000	$470,000	$0	$0
2	Booster Pump Station (3.75 mgd)	$400,000	$400,000	$0	$0	$0	$0
3	Yard Piping Modifications	$50,000	$50,000	$0	$0	$0	$0
4	Installation of New Wells [4]	$0	$0	$0	$400,000	$1,200,000	$2,000,000
5	Raw Water Transmission System Piping	$0	$0	$0	$333,000	$450,000	$840,000
	Notes:	**Raw Water Production Capacity Needs May Not Be Met*	**Raw Water Production Capacity Needs Enhanced Through Well Rehabilitation*	**Raw Water Production Capacity Needs Enhanced Through Well Rehabilitation & Wellhead Improvements*	**Raw Water Production Capacity Needs Enhanced Through Well Rehab., Wellhead Improvements, and New Supply Well*	**Raw Water Production Needs Met; Redundancy Provided*	**Raw Water Production Needs Met; Redundancy Provided*
			**Well Rehabilitation and minor well pump improvements to all Wells (1-9)*	**Complete wellhead rehabilitation (onsite wells); existing transmission system may not handle higher pressures*	**Rehabilitation of Wells 4 & 5; Installation of 1 New Well, spaced a minimum of 1,000 ft*	**Installation of 3 New Wells, spaced a minimum of 1,000 ft*	**Installation of 5 New Wells, spaced a minimum of 1,000 ft*
			**New Well Automation & Transmission System Maintenance*	**New Well Automation & Transmission System Maintenance*	**New Well Automation & Transmission Piping for Wells 4 & 5*		
	PRETREATMENT						
6	Vertical Pressure Filters (media)	$0	$700,000	$0	$0	$0	$0
7	Sand Separator [10]	$0	$0	$0	$0	$0	$150,000
8	Cartridge Filters	$84,000	$168,000	$168,000	$168,000	$168,000	$252,000
9	Scale Inhibitor	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000
10	Acid System	$0	$150,000	$0	$0	$0	$0
11	Yard Piping Modifications	$8,400	$70,000	$16,800	$16,800	$16,800	$26,000
	Notes:	**Raw Water Quality May Need Pretreatment*	**Vertical Pressure Filters & Acid System for Pretreatment*	**Improved wellfield WQ precludes the need for Pretreatment*	**Improved wellfield WQ precludes the need for Pretreatment*	*Improved wellfield WQ precludes the need for Pretreatment*	*Improved wellfield WQ precludes the need for Pretreatment*
		**Single Cartridge Filter*	**Two Cartridge Filters (1+1)*	**Two Cartridge Filters (1+1)*	**Two Cartridge Filters (1+1)*	*Two Cartridge Filters (1+1)*	*Three Cartridge Filters (2+1)*
			**Additional Yard Piping Costs due to Pretreatment*				
	TREATMENT						
12	Nanofiltration Skid - 1 Train at 3 mgd	$800,000	$800,000	$800,000	$800,000	$800,000	$1,600,000
13	Feed Pumps	$280,000	$280,000	$280,000	$280,000	$280,000	$560,000
14	CIP System	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
15	Yard Piping Modifications	$80,000	$80,000	$80,000	$80,000	$80,000	$160,000
	Notes:						**Includes two 3-mgd finished water NF skids*
	POST-TREATMENT						
16	Degasifier	$0	$420,000	$0	$0	$0	$0
17	Transfer Pumps/ Piping	$0	$200,000	$0	$0	$0	$0
18	Recarbonation	$0	$0	$0	$0	$0	$80,000
19	Package Hydrated Lime System	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000
20	NaOH Feed/ Storage	$0	$0	$0	$0	$0	$0
21	Corrosion Inhibitor Feed/ Storage	$0	$0	$0	$0	$0	$0
22	Fluoride System	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000
23	Permeate Piping	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000
24	Static Mixer (16")	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000
25	Yard Piping Modifications	$0	$42,000	$0	$0	$0	$0
	Notes:		**Additional Yard Piping Costs due to Degasifier required with Acid Pretreatment*				**Upgrade injection panel of existing recarbonation system due to 100% NF permeate (buildout condition) water quality*
	CONCENTRATE DISPOSAL						
26	Above Ground Booster Pump Station (Onsite)	$200,000	$200,000	$200,000	$200,000	$200,000	$250,000
27	8-inch force main to existing Lift Station/ SS Line	$20,000	$440,000	$440,000	$440,000	$440,000	$440,000
	Notes:	**Disposal to nearest existing SS line of unknown capacity (200 LF)*	**Concentrate conveyance 4,500 LF*	**Concentrate conveyance 4,500 LF*	**Concentrate conveyance 4,500 LF*	*Concentrate conveyance 4,500 LF*	**Concentrate conveyance 4,500 LF*
	ELECTRICAL [5]						
28	Generator Facilties (1,000 kW)	$0	$450,000	$450,000	$450,000	$450,000	$450,000
29	Ancillary Electrical	$130,000	$260,000	$170,000	$200,000	$220,000	$350,000
	Notes:	**Assumes No Backup Power Provided*					
	INSTRUMENTATION & CONTROL						
30	Ancillary Instrumentation [6]	$70,000	$130,000	$90,000	$100,000	$110,000	$180,000
	Notes:						
	BUILDING MODIFICATIONS & SITEWORK						
31	Chemical/Membrane Building [7]	$25,000	$150,000	$150,000	$150,000	$150,000	$150,000
32	Sitework [8]	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
	Notes:	**Assumes Minor Building Modification Costs*					
	SUBTOTAL	**$2,920,000**	**$6,310,000**	**$4,260,000**	**$4,860,000**	**$5,340,000**	**$8,260,000**
	General Conditions [9]	$120,000	$120,000	$120,000	$120,000	$120,000	$180,000
	Contingency (25%)	$730,000	$1,580,000	$1,070,000	$1,220,000	$1,340,000	$2,070,000
	SUBTOTAL	**$3,770,000**	**$8,100,000**	**$5,450,000**	**$6,200,000**	**$6,800,000**	**$10,510,000**
	TOTAL OPINION OF PROBABLE CONSTRUCTION COST [1]	**$3,770,000**	**$8,100,000**	**$5,450,000**	**$6,200,000**	**$6,800,000**	**$10,510,000**
	$/Gal	**$1.26**	**$2.70**	**$1.82**	**$2.07**	**$2.27**	**$1.75**

Notes:

1. This estimate has been prepared based upon Conceptual level information and data provided the City. Because of the level of scope development at this stage, the estimate is a Class 4 (Conceptual Estimate), as defined by the Association for the Advancement of Cost Engineering International (AACE). The expected range of accuracy for this type of estimate is +50% to - 30%. This cost estimate has been prepared for alternative evaluation from the information available at this stage of the estimate. The final costs of the project will depend on actual labor and material cost, competitive market conditions, final project scope, implementation schedule, and other variable conditions. Costs presented herein represent construction costs and do not include professional services (i.e. engineering, design, services during construction) and permit fees. As a result, the final project costs will vary from the estimate presented herein.

2. Alternatives presented herein are based on raw water data (quality/production) provided by the City of Miramar and limited combined raw water suppy tests performed by plant staff to measure the amount of supply water available while running wells simultaneously (approximately 5 mgd).

3. Cost for Alternatives 2A, 2B, and 3 do not include costs for final plugging and abandonment of wells.

4. Costs for installation of new wells do not include potential land acquisition costs.

5. Generator facilities are sized to accommodate the buildout scenario; ancillary electrical costs are estimated to be 5% of raw water supply, pretreatment, treatment, post-treatment, and concentrate disposal costs.

6. Ancillary instrumentation costs are estimated to be 2.5% of raw water supply, pretreatment, treatment, post-treatment, and concentrate disposal costs.

7. Building modification cost for Baseline Alternative assumes utilization of single bay with no improvements for buildout condition. Building modification costs for all other alternatives include a 2-bay layout option for buildout conditions.

8. Sitework costs presented herein include minimal replacement to existing site conditions. No large improvements will be made (i.e. stormwater improvements, roadways, landscaping, etc.).

9. General conditions are estimated at $10,000/month for 12 months, with 6 additional months for buildout condition (Alternative 3).

10. This cost is provideed as a reference. The need for the incorporation of a sand separator into the pretreatment process requires further evaluation.

Appendix D

Membrane Projections and Design Raw Water Quality

HAZEN AND SAWYER
Environmental Engineers & Scientists

Reverse Osmosis System Analysis for FILMTEC™ Membranes ROSA 9.1 ConfigDB u399339_282
Project: Miramar East WTP_6-3-14 Case: 5
J. Atoche, H&S 8/27/2014

Project Information: PDR

Case-specific: All NF-90@ 80% Recovery - 3 yrs

System Details

Feed Flow to Stage 1	2605.00 gpm	Pass 1 Permeate Flow	2084.20 gpm	Osmotic Pressure:	
Raw Water Flow to System	2605.00 gpm	Pass 1 Recovery	80.01 %	Feed	2.82 psig
Feed Pressure	94.79 psig	Feed Temperature	25.0 C	Concentrate	12.42 psig
Flow Factor	0.85	Feed TDS	410.82 mg/l	Average	7.62 psig
Chem. Dose (100% H2SO4)	0.00 mg/l	Number of Elements	504	Average NDP	63.30 psig
Total Active Area	201600.00 ft²	Average Pass 1 Flux	14.89 gfd	Power	134.28 kW
Water Classification: Well Water SDI < 3				Specific Energy	1.07 kWh/kgal

Stage	Element	#PV	#Ele	Feed Flow (gpm)	Feed Press (psig)	Recirc Flow (gpm)	Conc Flow (gpm)	Conc Press (psig)	Perm Flow (gpm)	Avg Flux (gfd)	Perm Press (psig)	Boost Press (psig)	Perm TDS (mg/l)
1	NF90-400	48	7	2605.00	91.79	0.00	978.61	65.00	1626.39	17.43	23.00	0.00	21.02
2	NF90-400	24	7	978.61	62.00	0.00	520.80	41.60	457.82	9.81	15.00	0.00	72.46

Pass Streams (mg/l as Ion)							
Name	Feed	Adjusted Feed	Concentrate		Permeate		
			Stage 1	Stage 2	Stage 1	Stage 2	Total
NH4+ + NH3	0.99	1.00	2.34	3.85	0.21	0.62	0.30
K	1.00	1.00	2.47	4.31	0.11	0.38	0.17
Na	17.25	17.26	42.92	75.28	1.82	6.11	2.76
Mg	4.00	4.00	10.36	18.96	0.17	0.59	0.26
Ca	85.00	85.00	220.39	403.23	3.53	12.40	5.48
Sr	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ba	0.02	0.02	0.05	0.09	0.00	0.00	0.00
CO3	0.29	0.29	2.17	7.45	0.00	0.01	0.00
HCO3	240.00	240.00	617.25	1118.50	11.36	39.25	17.47
NO3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cl	35.00	35.00	87.87	155.60	3.19	10.82	4.87
F	0.25	0.25	0.61	1.06	0.03	0.10	0.05
SO4	22.00	22.00	58.04	108.05	0.32	1.15	0.50
SiO2	5.00	5.00	12.83	23.20	0.29	1.03	0.45
Boron	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CO2	20.04	20.04	20.83	22.89	20.14	21.29	20.40
TDS	410.81	410.82	1057.30	1919.58	21.02	72.46	32.31
pH	7.20	7.20	7.55	7.73	5.95	6.44	6.13

*Permeate Flux reported by ROSA is calculated based on ACTIVE membrane area. DISCLAIMER: NO WARRANTY, EXPRESSED OR IMPLIED, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS GIVEN. Neither FilmTec Corporation nor The Dow Chemical Company assume any obligation or liability for results obtained or damages incurred from the application of this information. Because use conditions and applicable laws may differ from one location to another and may change with time, customer is responsible for determining whether products are appropriate for customer's use. FilmTec Corporation and The Dow Chemical Company assume no liability, if, as a result of customer's use of the ROSA membrane design software, the customer should be sued for alleged infringement of any patent not owned or controlled by the FilmTec Corporation nor The Dow Chemical Company.

Reverse Osmosis System Analysis for FILMTEC™ Membranes ROSA 9.1 ConfigDB u399339_282
Project: Miramar East WTP_6-3-14 Case: 5
J. Atoche, H&S 8/27/2014

Design Warnings

-None-

Solubility Warnings

Langelier Saturation Index > 0
Stiff & Davis Stability Index > 0
BaSO4 (% Saturation) > 100%
Antiscalants may be required. Consult your antiscalant manufacturer for dosing and maximum allowable system recovery.

Stage Details

Stage 1 Element	Recovery	Perm Flow (gpm)	Perm TDS (mg/l)	Feed Flow (gpm)	Feed TDS (mg/l)	Feed Press (psig)
1	0.12	6.30	11.09	54.27	410.82	91.79
2	0.12	5.67	13.65	47.97	463.26	85.54
3	0.12	5.14	16.79	42.30	523.48	80.31
4	0.13	4.69	20.65	37.16	593.46	75.94
5	0.13	4.32	25.41	32.47	676.13	72.31
6	0.14	4.01	31.38	28.15	775.82	69.34
7	0.16	3.75	39.04	24.14	899.30	66.92
Stage 2 Element	**Recovery**	**Perm Flow (gpm)**	**Perm TDS (mg/l)**	**Feed Flow (gpm)**	**Feed TDS (mg/l)**	**Feed Press (psig)**
1	0.10	4.02	39.96	40.78	1057.30	62.00
2	0.10	3.52	49.26	36.75	1168.37	57.78
3	0.09	3.07	60.76	33.23	1286.66	54.13
4	0.09	2.65	75.00	30.16	1410.96	50.95
5	0.08	2.27	92.77	27.51	1539.39	48.18
6	0.08	1.93	114.99	25.24	1669.26	45.73
7	0.07	1.61	142.94	23.31	1797.24	43.55

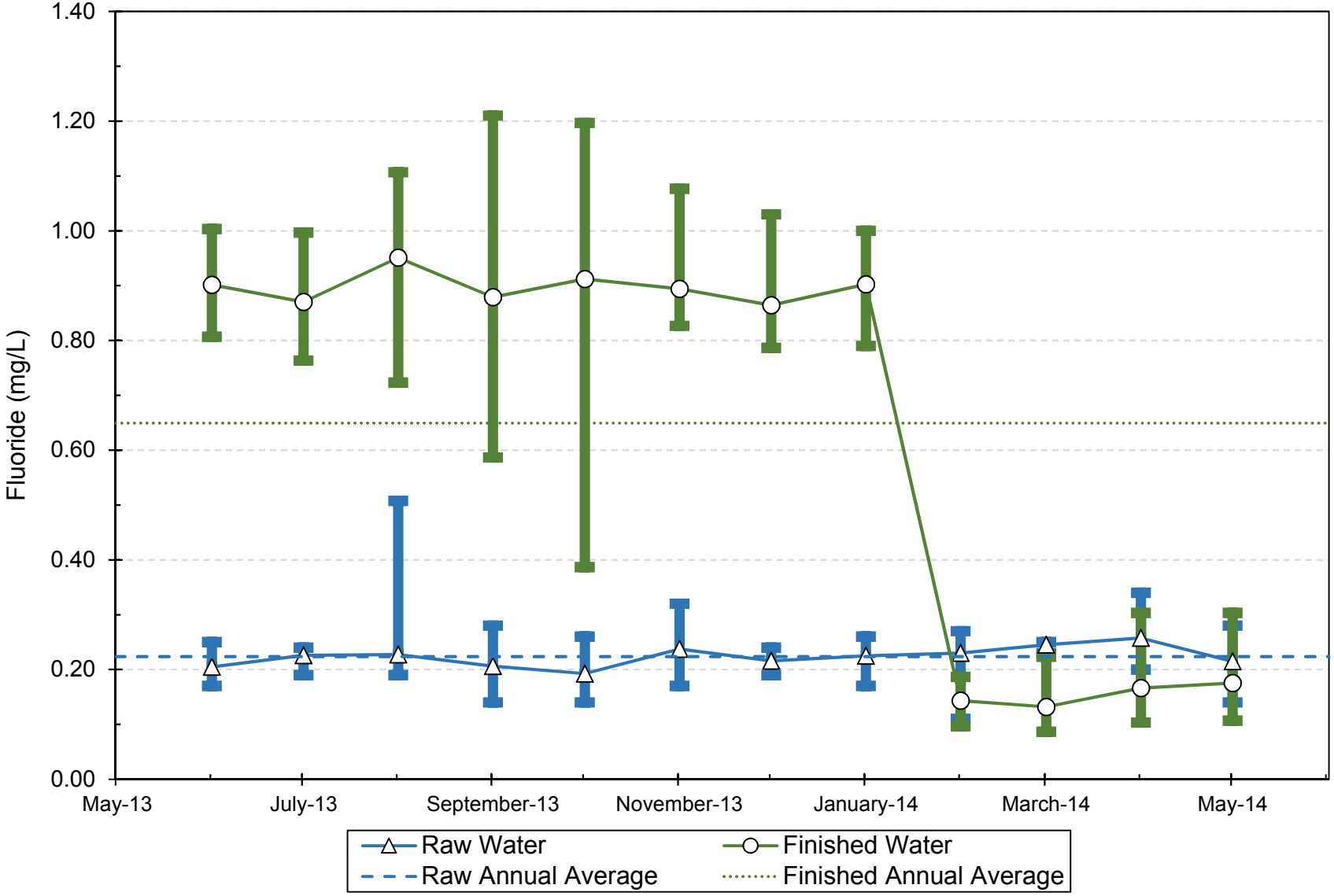
Permeate Flux reported by ROSA is calculated based on ACTIVE membrane area. DISCLAIMER: NO WARRANTY, EXPRESSED OR IMPLIED, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS GIVEN. Neither FilmTec Corporation nor The Dow Chemical Company assume any obligation or liability for results obtained or damages incurred from the application of this information. Because use conditions and applicable laws may differ from one location to another and may change with time, customer is responsible for determining whether products are appropriate for customer's use. FilmTec Corporation and The Dow Chemical Company assume no liability, if, as a result of customer's use of the ROSA membrane design software, the customer should be sued for alleged infringement of any patent not owned or controlled by the FilmTec Corporation nor The Dow Chemical Company.

Scaling Calculations

	Raw Water	Adjusted Feed	Concentrate
pH	7.20	7.20	7.73
Langelier Saturation Index	-0.05	-0.05	1.75
Stiff & Davis Stability Index	0.64	0.64	1.89
Ionic Strength (Molal)	0.01	0.01	0.04
TDS (mg/l)	410.81	410.82	1919.58
HCO3	240.00	240.00	1118.50
CO2	20.04	20.04	22.88
CO3	0.29	0.29	7.45
CaSO4 (% Saturation)	0.48	0.48	7.00
BaSO4 (% Saturation)	14.51	14.51	227.73
SrSO4 (% Saturation)	0.00	0.00	0.00
CaF2 (% Saturation)	0.71	0.71	60.30
SiO2 (% Saturation)	4.00	4.00	18.56
Mg(OH)2 (% Saturation)	0.00	0.00	0.00

To balance: 0.00 mg/l Na added to feed.

East Water Treatment Plant Monthly Operating Report
Raw and Finished Water Fluoride



Notes: (1) Error Bars depict extreme samples within each month

3.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Randy Cross, Director, on behalf of Procurement; Clayton Jenkins, Director, on behalf of Information Technology Department

Temp Reso Number: 5974

Item Description: Temp Reso. No. 5974, APPROVING THE PURCHASE OF IONMIS SERVERS FOR THE NEW POLICE HEADQUARTERS FACILITY FROM COMMUNICATIONS SUPPLY CORPORATION, UTILIZING NPPGOV CONTRACT NO. VH11199 IN AN AMOUNT NOT-TO-EXCEED $101,424. (Procurement Director Randy Cross and Information Technology Director Clayton Jenkins)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: The new Police Headquarters Facility (the "Project") is currently under construction and is anticipated for completion and occupancy by April 2016. The servers will provide the specialized storage required to meet the minimum retention period for the surveillance cameras at the new police department. The retention schedule for surveillance recordings is outlined in the state of Florida GS1-SL guidelines.

The project manager for this Project is Luis Lopez, Construction & Facilities Management General Manager.

Instructions for the Office of the City Clerk: None

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of $101,424 has been budgeted in the CIP Revenue Bond Fund, GL Account No. 388-53-800-521-000-606511-53001, entitled "Police Headquarters Furniture Fixtures and Equipment".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5974**
- **Attachment(s)**
  - **Attachment 1: CSC Quotation dated November 30, 2015**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Randy Cross, Procurement Director

DATE: December 2, 2015

RE: Temp Reso. No. 5974, approving the purchase of Ionmis servers for the new Police Headquarters facility from WESCO/CSC, utilizing NPPGov Contract No. VH11199 in an amount not-to-exceed $101,424.

RECOMMENDATION: The City Manager recommends approval of Temp Reso. No. 5974, approving the purchase of IONMIS servers for the new Police Headquarters facility from Communications Supply Corporation, utilizing NPPGov Contract No. VH11199 in an amount not-to-exceed $101,424.

ISSUE: City Commission approval is required for expenditures exceeding $50,000 in accordance with City Code Section 2-412 (a)(1).

BACKGROUND: On May 7, 2014, by the adoption of Resolution No. 14-126, the City Commission approved the Design Build Contract with Pirtle Construction Company for the final design, permitting and construction of the Police Headquarters Project. Final design and permitting were completed in January 2015, and construction started immediately thereafter. The scheduled substantial completion date is April 1, 2016.

The servers will provide the specialized storage required to meet the minimum retention period for the surveillance cameras at the new police headquarters. The State of Florida in GS1-SL states the recording retention period for surveillance recordings as follows:

SURVEILLANCE RECORDINGS Item #302

This record series consists of surveillance recordings created to monitor activities occurring inside and/or outside of public buildings and/or on public property (including in public vehicles such as school buses and municipal buses, and in public roadways such as intersections monitored by red light cameras). Since these recordings may play an integral part in prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which images should be retained for further investigation.
RETENTION: 30 days.

Temp. Reso. No. 5974
12/14/15
1/15/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF IONMIS SERVERS FOR THE NEW POLICE HEADQUARTERS FACILITY FROM COMMUNICATIONS SUPPLY CORPORATION, UTILIZING NPPGOV CONTRACT NO. VH11199 IN AN AMOUNT NOT-TO-EXCEED $101,424; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the new Police Headquarters Facility (the "Project") is currently under construction and is anticipated for completion and occupancy by April 2016; and

WHEREAS, the State record retention scheduled requires surveillance recordings of public buildings to be retained for a minimum 30 day period; and

WHEREAS, Section 2-450 of the City's Procurement Code authorizes the City to participate in cooperative purchasing contracts provided that the contracts were competitively awarded; and

WHEREAS, the City Manager recommends approval of the purchase of IONMIS servers for the Project from Communications Supply Corporation, utilizing competitively procured NPPGov Contract No. VH11199 in an amount not-to-exceed $101,424 (the "Servers Purchase"); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Servers Purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That City Commission approves the Servers Purchase from Communications Supply Corporation in an amount not-to-exceed $101,424.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 5974
12/14/15
1/15/16

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman Cole
& Bierman P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Communications Supply Corporation
A Subsidiary of WESCO Distribution, Inc.

3470 NW 53RD STREET

FT LAUDERDALE FL 33309

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 011107 AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF MIRAMAR
2300 CIVIC CENTER PL
NPP ACCOUNT
MIRAMAR FL 330256577

Date: 11/30/15

Branch: 1957

Project Number: CITY OF MIRIMAR IT

Project Name CITY OF MIRIMAR IT

Quoted To:

Date of Your Inquiry: 11/30/15

When ordering please refer to Quotation Number: 351904

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
1	6	IOMN*CHAS821*EA*IOMNIS SERVER NPP CONTRACT # VH11199	7355.000	E	44130.00	0.00		11/30/15
2	6	IOMN*60TBPK821*EA*60TB HD PACK FOR SER VERS	9549.000	E	57294.00	0.00		11/30/15
			TOTAL:		101424.000			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

4.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Dexter Williams, Interim Chief of Police, on behalf of Police Department

Temp Reso Number: 5956

Item Description: Temp. Reso. No. 5956, AUTHORIZING THE DONATION OF $10,000 IN STATE LAW ENFORCEMENT TRUST FUNDS TO SUPPORT THE MIRAMAR POLICE ATHLETIC LEAGUE. (Interim Chief of Police Dexter Williams)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The mission of the Miramar Police Athletic League is to provide educational, athletic, civic and crime prevention activities for youth in a safe environment through a cooperative partnership between the police and the community. The Miramar Police Athletic Leagues has requested that we support their program through a donation from our State Law Enforcement Trust Fund, which allows the City to contribute to and support agencies that are making an impact in crime prevention activities.

Instructions for the Office of the City Clerk: None

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds in the amount of $10,000 will be donated from the Law Enforcement Trust Fund Account 160-20-000-521-000-608304-93200. Upon approval, these funds will be moved to the account

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5956**
- **Attachment(s)**
  - **Attachment 1: LETF Application**
  - **Attachment 2: Funds available in State LETF**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Dexter Williams, Interim Chief of Police

DATE: November 25, 2015

RE: Temp. Reso. No. 5956, authorizing the donation of $10,000 from the State Law Enforcement Trust Fund to the Miramar Police Athletic League for the purpose of providing educational, athletic, civic, and crime prevention activities for youth in a safe environment through a cooperative partnership between the police and the community.

RECOMMENDATION: The City Manager recommends approval of Temporary Resolution Number 5956, authorizing the donation of $10,000 in State Law Enforcement Trust Funds ("LETF"s) to the Miramar Police Athletic League.

ISSUE: The contribution of $10,000 in State LETF's to support the Miramar Police Athletic League. The aforementioned expenditure is permitted under FSS §932.7055, which governs the use of State Law Enforcement Trust Funds.

BACKGROUND: The mission of the Miramar Police Athletic League is to provide educational, athletic, civic and crime prevention activities for youth in a safe environment through a cooperative partnership between the police and the community. The Miramar Police Department supports organizations who offer programs and activities that deter and prevent crime in the community.

Temp. Reso. No. 5956
11/25/15
1/15/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE DONATION OF $10,000 IN STATE LAW ENFORCEMENT TRUST FUNDS TO SUPPORT THE MIRAMAR POLICE ATHLETIC LEAGUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miramar Police Department intends to support and invest in the young people of our community; and

WHEREAS, the Miramar Police Department supports organizations who offer programs and activities that deter and prevent crime in the community; and

WHEREAS, for many years the Miramar Police Athletic League has made a difference in the lives of countless young people in our community through positive activities and opportunities for mentorship; and

WHEREAS, the Interim Chief of Police recommends the donation of $10,000 in State Law Enforcement Trust Funds to support the Miramar Police Athletic League; and

WHEREAS, the Interim Chief of Police certifies that the donation of $10,000 in State Law Enforcement Trust Funds to support the Miramar Police Athletic League complies with Florida Statute Section 932.7055 in that the funds were not considered in the adoption and approval of the Police Department's budget; and

WHEREAS, the Interim Chief of Police certifies that the donation of $10,000 in State Law Enforcement Trust Funds to support the Miramar Police Athletic League complies with Section 932.7055, Florida Statutes, in that the funds are not being used as a normal source of revenue for the Police Department; and

WHEREAS, the Interim Chief of Police certifies that the donation of $10,000 in State Law Enforcement Trust Funds to support the Miramar Police Athletic League complies with Florida State Statute Section 932.7055 in that the funds will be used for an appropriate law enforcement purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the donation of $10,000 in State Law Enforcement Trust Funds to support the Miramar Police Athletic League is approved

Section 3: That the appropriate City officials shall do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 5956
11/25/15
1/15/16

Section 4: That this Resolution shall take effect upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

MIRAMAR POLICE DEPARTMENT
LAW ENFORCEMENT TRUST FUND REQUEST FOR FUNDING

Date: ___November 30, 2015_____

Name of Organization: ___Miramar Police Athletic League Inc._____

☐ Unincorporated Association ☒ Corporation (IRS 501(C)(3) ☒ Yes ☐ No)

Total amount of funds requested: $ __10,000_____

Name of the program/project to be funded: _Police Athletic/Activities Programs

☐ New ☒ Continuing (if continuing, how many years has it been in existence? _17

Into which category does the program fit?

☒ Crime Prevention ☐ Drug Abuse Prevention/Education
☒ Safe Neighborhoods ☒ Other Law Enforcement Purpose: _Truancy Prevention

Brief description of program and the primary need to be addressed:
Miramar PAL provides mentoring, tutoring and coaching opportunities in a recreational setting to over 1200 youth. The mission of the Miramar PAL is to provide educational, athletic, civic and crime prevention activities for youth in a safe environment though a cooperative partnership between the police and the community. The primary need is for a mentoring program to match adult mentors with students to increase school attendance and focus on graduation while also teaching basic life skills. Miramar PAL also provides summer camp for 80 students ages 11-15 who have had challenges with behavior and issues in school. They form a relationship with the police officers who are the camp counselors. Previous crime survey statistics have shown that area property crimes drop while summer camp is in session.

900 Youth _____ Adults _____ Senior Citizens _____ Other: _____

Description of the outcomes and performance measures used to gauge the program's success:

1. 80% of mentoring participants will complete a community project (individually or as a group).
2. 95% of athletic participants will improve their soccer, basketball, flag football or baseball skills.
3. 100% of the athletic participants will play in each game in the season.

Other current year funding sources (if any) for this program/project:

Source	Amount	Committed (Check One)	Pending
__Sunbeam Properties Inc_____	$ _15,000_____	☒	☐
_____	$ _____	☐	☐
_____	$ _____	☒	☐

If a continuing program, list all funding sources for last year:

Source	Amount
_Sunbeam Properties Inc._____	$ _____15,000._
_____	$ _____
_____	$ _____

Other current year funding sources for your organization (not including this program/project):

Source	Amount	Committed (Check One)	Pending (Check One)
National Police Athletic League	$ 5,000.	☒	☐
	$	☐	☐
	$	☐	☐
	$	☐	☐

Have you ever received law enforcement trust funds from the Miramar Police Department before? ☒ Yes ☐ No

If Yes, please list below:

Program Title		Amount	Fiscal Year
Hanging with 5-0 Camp	$	$5000.	2013-14
	$		
	$		

Attached to and made a part of this request for funding are copies of the following documents (Required):

- ☒ Line item budget for the program's first or current fiscal year.
- ☒ Copy of the organization's certificate of incorporation (if incorporated).
- ☒ Copy of the organization's by-laws (corporation or unincorporated association by-laws).
- ☒ Copy of the last fiscal year's audit.
- ☒ Copy of Internal Revenue Service 501(c)(3) certification (if applicable).

CERTIFICATION

I hereby certify that if this funding request is approved, the monies will be used for an authorized purpose as required by section §932.7055(4)(c), Florida statutes. I hereby acknowledge and agree that this organization is required to provide the Miramar Police Department with an accounting of all monies to be received and to furnish a year end written summary of the benefits, attributable to this funding, to the Miramar Police Department by September 30 of the current calendar year. Further, I acknowledge the Miramar Police Department shall have the right, in its sole discretion, to audit our records to determine compliance with these requirements.

Miramar Police Athletic League, Inc._____ (Organization Name)

_____ (Signature of Authorized Official)

_____ (Printed Name and Title of Signatory)

Address: _____ City: _____ ST: ____ Zip: _____

Office: ( ) _____
Cell: ( ) _____
Fax: ( ) _____

Name of principal contact person for follow-up inquiries: _Ann E. Lee_____

MIRAMAR POLICE DEPARTMENT
ANNUAL LETF RECIPIENT REPORT

Fiscal Year:_2015____ Date: __6/23/15_____

Name of Organization: ___Miramar Police Athletic League

Name of funded program/project: _____Miramar Police Athletic League_____

Total amount of LETFs received from Miramar Police Department 10/1 through 9/30 for the program listed above: $ ___5,000._____

Total number of Miramar citizens that benefited/received services from this program:

__**385**___ Youth _____ Adults _____ Senior Citizens _____ Other: _____

Brief summary of the outcomes achieved by the program:)

1) _ Relationships between the participating youth, the Miramar police officers were improved._____

2) __Community involvement by the participating youth was increased and improved._____

3) _____School truancy was reduced, and attendance was improved.
_____

4) _____Participation in the Miramar Police Athletic League sports programs and mentoring programs was increased

Summary of program expenditures:

	LETF Funds	Other Funds	Source Of Other Funds
Salaries:	$___-0-_____	$_____	__Soccer Rec Program_
Fringe:	$___-0-_____	$_____	_____
Expenses (list):			
_____	_____	_____	_____
_Equipment _____	___1,200_	_____	_____
__Uniforms_____	___2,000.	_____	_____
__Referees_____	___2,000.	_____	_____
__Supplies_____	___2,500 _	_____	_____
__Mentor Coordinator_____	_____	_____	_National PAL_____
_____	_____	_____	_____

Current status of program/project as of September 15th:

☐ Completed/Terminated ☒ On-Going ☐ In-Active (date scheduled to resume _____)

OTHER NOTEWORTHY PROGRAM INFORMATION TO REPORT:
The organization also received funding from the National Police Athletic League to initiate a mentoring program.

_____
_____
_____

I certify to the best of my knowledge that the information detailed in this report is correct and that all expenditures of city of Miramar LETFs were made in accordance with our original LETF request for funding for this program/project.

_Miramar Police Athletic League Inc._____ (Organization Name)

_____ (Signature of Authorized Official)

____Scott Hadley, President_____ (Printed Name and Title of Signatory)

Address: __3064 N. Commerce Parkway__ City: __Miramar_ ST: _FL Zip: __33025__

Office: (X) __954-602-4360__
Cell: (X) ___954-602-3577__
Fax: ( ) _____

Name of principal contact person for follow-up inquiries: __Ann E. L_____

Return Completed Forms by September 1st of the current year.

To: Miramar Police Department
Attn: Grants/Accreditation Manager
3064 N. Commerce Parkway
Miramar, FL 33025

ATTACHMENT 2

FROM 2015 01 TO 2015 13

ACCOUNTS FOR: 160 Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
93200 EQUITABLE SHARING-STATE							
160-00-000-000-000-356100-93200 State Forfeiture	0	-187,457.12	-187,457.12	-185,589.21	.00	-1,867.91	99.0%
160-00-000-000-000-361100-93200 Int Earnings	0	.00	.00	-1,867.91	.00	1,867.91	.0%
160-00-000-000-000-399999-93200 Appropriation Of Fund Balance	0	-815,985.36	-815,985.36	.00	.00	-815,985.36	.0%
160-20-000-521-000-603124-93200 Legal Svc-Forfeiture-State	0	10,000.00	10,000.00	4,983.88	.00	5,016.12	49.8%
160-20-000-521-000-603502-93200 Confidential Informant	0	11,500.00	11,500.00	9,500.00	.00	2,000.00	82.6%
160-20-000-521-000-604905-93200 Bank Svc Charges	0	707.37	707.37	707.37	.00	.00	100.0%
160-20-000-521-000-605251-93200 Noncapital Equipment	0	45,000.00	45,000.00	44,436.00	.00	564.00	98.7%
160-20-000-521-000-606400-93200 Machinery & Equipment	0	80,652.00	80,652.00	80,652.00	.00	.00	100.0%
160-20-000-521-000-606440-93200 Vehicles Purchase	0	247,653.00	247,653.00	244,820.04	.00	2,832.96	98.9%
160-20-000-521-000-608304-93200 Crime Prev Program	0	175,400.00	175,400.00	174,400.00	.00	1,000.00	99.4%
160-20-000-521-000-609990-93200 Appropriated Fund Balance	0	523,169.19	523,169.19	.00	.00	523,169.19	.0%
TOTAL EQUITABLE SHARING-STATE	0	90,639.08	90,639.08	372,042.17	.00	-281,403.09	410.5%
TOTAL Law Enforcement Trust Fu	0	90,639.08	90,639.08	372,042.17	.00	-281,403.09	410.5%
TOTAL REVENUES	0	-1,003,442.48	-1,003,442.48	-187,457.12	.00	-815,985.36	
TOTAL EXPENSES	0	1,094,081.56	1,094,081.56	559,499.29	.00	534,582.27	

FROM 2015 01 TO 2015 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	90,639.08	90,639.08	372,042.17	.00	-281,403.09	410.5%

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	12	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:

FLEXIBLE PERIOD REPORT

Includes accounts exceeding 0% of budget.
Print Full or Short description: F
Print full GL account: Y
Sort by full GL account: N
Print Revenues-Version headings: N
Print revenue as credit: Y
Print revenue budgets as zero: Y

From Yr/Per: 2015/ 1
To Yr/Per: 2015/13
Budget Year: 2015
Print totals only: N
Format type: 2
Double space: N
Suppress zero bal accts: Y
Amounts/totals exceed 999 million dollars: N
Roll projects to object: N
Print journal detail: N
From Yr/Per: 2016/ 1
To Yr/Per: 2016/ 1
Include budget entries: N
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1
Multiyear view: D

5.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Dexter Williams, Interim Chief of Police, on behalf of Police Department and Randy Cross, Procurement Director, on behalf of the Procurement Department.

Temp Reso Number: 5957

Item Description: Temp. Reso. No. 5957, AUTHORIZING THE PURCHASE AND INSTALLATION OF ADD-ON EQUIPMENT FOR THE SPACESAVER LOCKERS AND HIGH-DENSITY SHELVING UNITS FOR THE NEW POLICE HEADQUARTERS BUILDING FROM PATTERSON POPE, INC., THE LOWEST PRICED RESPONDER TO REQUEST FOR QUOTATION NO. 15-PD03, UTILIZING FEDERAL FORFEITURE LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT-TO-EXCEED $18,223. (Interim Police Chief Dexter Williams)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The new Public Safety Building will serve as headquarters for the City's Police Department and will be the permanent location for the Office of the Chief, Community Oriented Policing Bureau, Property & Evidence, Internal Affairs, Quartermaster and other Support Services units. In order to carry out some of the functions of the Police Department, proper storage is needed for safety and organization purposes. Lockers and other storage systems are needed for items such as handguns, crime scene evidence, radios, reports, office supplies and employees' personal belongings.

The Commission awarded the purchase of lockers and high-density shelving from Patterson Pope, Inc. in Resolution No. 15-178. This purchase is for add-on equipment for the lockers and high-density shelving system, including garment rails, hook organizers, roll-out drawers, a rolling ladder and garment cart, wire security cages, and a locker room bench. Patterson Pope, Inc. provided the lowest price on each item in the Request for Quotation process.

A total amount not-to-exceed $18,223 in goods will be purchased from Patterson Pope, Inc. utilizing federal forfeiture equitably shared law enforcement trust funds.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Upon approval, funds in the amount of $18,223 will be transferred from the Law Enforcement Trust Fund – Equitable Sharing-Justice Program - Appropriated Fund Balance, Account No. 160-20-000-521-000-609990-92220, into "Machinery and Equipment", Account No. 160-20-000-521-000-606400-92220 for the purchases.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5957**
- **Attachment(s)**
  - **Attachment 1: Quote No. 1 - Patterson Pope, Inc.**
  - **Attachment 2: Quote No. 2 - Associated Office Systems of Louisiana, Inc.**
  - **Attachment 3: Quote No. 3 - SpaceSaver Storage Solutions**
  - **Attachment 4: Funds Available in Justice LETF**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Dexter WIlliams, Interim Chief of Police
Randy Cross, Procurement Director

DATE: December 10, 2015

RE: Temp. Reso. No. 5957 - Purchase and installation of add-on equipment for the Spacesaver lockers and high-density shelving units for the new Police Headquarters Building.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5957, authorizing the purchase and installation of add-on equipment for the Spacesaver lockers and high-density shelving units for the new Police Headquarters Building from Patterson Pope, Inc., utilizing federal equitably shared law enforcement funds in an amount not to exceed $18,223.

ISSUE: Pursuant to City Code, approval of the City Commission is required for purchases in excess of $50,000 from the same vendor in a single fiscal year, which occurred with the approval of Resolution Number 15-178, and for use and expenditure of federal equitably shared law enforcement trust funds.

BACKGROUND: The new Public Safety Building will serve as headquarters for the Miramar Police Department, and will be the permanent location for the Office of the Chief, Community Oriented Policing Bureau, Property & Evidence, Internal Affairs, Quartermaster and other Support Service units. Proper storage is essential to carry out the functions of the Police Department and to address safety precautions and organization. Lockers and other storage systems are needed for items such as handguns, crime scene evidence, radios, reports, office supplies and employees' personal belongings.

In August of 2015 the City Commission approved Resolution Number 15-178, authorizing the purchase of lockers and other storage equipment from Patterson Pope, Inc., an authorized dealer for SpaceSaver Storage System, Inc. ("Spacesaver"). Additional add-on equipment items are required to complete the

project. A total of three quotes were obtained from three different vendors for the Spacesaver locker and high-density shelving add-on items, which include garment rails, hook organizers, roll-out drawers, a rolling ladder and garment cart, wire security cages, and a locker room bench. Patterson Pope, Inc. was the lowest of the three quotes submitted to the City for the items being purchased.

The total purchase of $18,223 will be made from Patterson Pope, Inc. utilizing federal equitably shared law enforcement trust funds.

Temp. Reso. No. 5957
12/3/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF ADD-ON EQUIPMENT FOR THE SPACESAVER LOCKERS AND HIGH-DENSITY SHELVING UNITS FOR THE NEW POLICE HEADQUARTERS BUILDING FROM PATTERSON POPE, INC., THE LOWEST PRICED RESPONDER TO REQUEST FOR QUOTATION NO. 15-PD03, UTILIZING FEDERAL FORFEITURE LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT-TO-EXCEED $18,223; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the new Public Safety building will serve as the headquarters for the Miramar Police Department and will be the permanent location for the Office of the Chief, Community Oriented Policing Bureau, Property & Evidence, Internal Affairs, Quartermaster and other support services; and

WHEREAS, proper storage is needed to carry out the functions of the Police Department and to address safety precautions and organization; and

WHEREAS, lockers and storage systems are needed for items such as handguns, crime scene evidence, radios, reports, office supplies and personal belongings of Police Department personnel; and

WHEREAS, the purchase of Spacesaver lockers and high-density shelving equipment from Patterson Pope, Inc. was approved by the Commission in Resolution No. 15-178; and

WHEREAS, the City issued Request for Quotation No. 15-PD03 (the "RFQ"), and a total of three quotes were obtained from three different vendors for locker and high-density shelving add-on equipment; and

WHEREAS, Patterson Pope, Inc. provided the lowest quote for all requested items; and

WHEREAS, the total purchase will be funded using federal equitably shared law enforcement trust funds and City Commission approval is required for the use and expenditure of such funds; and

WHEREAS, the Interim Chief of Police recommends approval of the purchase and installation of Spacesaver locker and high-density shelving add-on equipment, including garment rails, hook organizers, roll-out drawers, a rolling ladder and garment cart, wire security cages, and a locker room bench, for the new Police Headquarters building from Patterson Pope, Inc., the lowest priced responder to the RFQ, utilizing federal equitably shared law enforcement trust funds in an amount not-to-exceed $18,223 (the "Storage Equipment Purchases"); and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the Storage Equipment Purchases, utilizing federal equitably shared law enforcement trust funds in an amount not-to-exceed $18,223.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made part of this Resolution.

Section 2: That the City Commission approves the Storage Equipment Purchases from Patterson Pope, Inc., utilizing federal equitably shared law enforcement trust funds in an amount not-to-exceed $18,223.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of the Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

CITY OF MIRAMAR
REQUEST FOR QUOTATION No. 15-PD03
POLICE DEPARTMENT LOCKER AND HIGH-DENSITY MOBILE SHELVING ADD-ONS

PURPOSE:

The City of Miramar is soliciting quotes to provide and install add-on items for Spacesaver lockers and high-density shelving units for the new Police Department Headquarters building.

METHOD OF AWARD:

The City shall award to lowest responsive, responsible Offeror for the total of all items or by grouping of multiple items or on a per item basis, whichever is in the best interest of the City.

The City reserves the right to make an award in a manner deemed in the best interest of the City and shall guarantee no quantity or dollar values for this solicitation. Purchases will be made through the issuance of a City of Miramar Purchase Order.

Offeror may quote on one or all items on the Price Sheet.

TERM: A Purchase Order will be issued to the lowest, responsive responsible Offeror(s) and shall be completed upon receipt of goods and/or services.

INSURANCE: The Successful Offeror shall obtain at their expense and furnish copies of all necessary insurance requirements, covering liability, property damage, workman's compensation and vehicle insurance and shall keep such insurance in force during the course of the prescribed work. The Successful Offeror shall indemnify and hold the City harmless from any damage resulting to them for failure of either Offeror or any subcontractor to take out or maintain such insurance.

DUE DATE & TIME: Quotes are due by **5:00 P.M. Wednesday, October 14, 2015**. Quotes may be e-mailed to ewatters@miramarpd.org OR sent via fax to 954-602-3974.

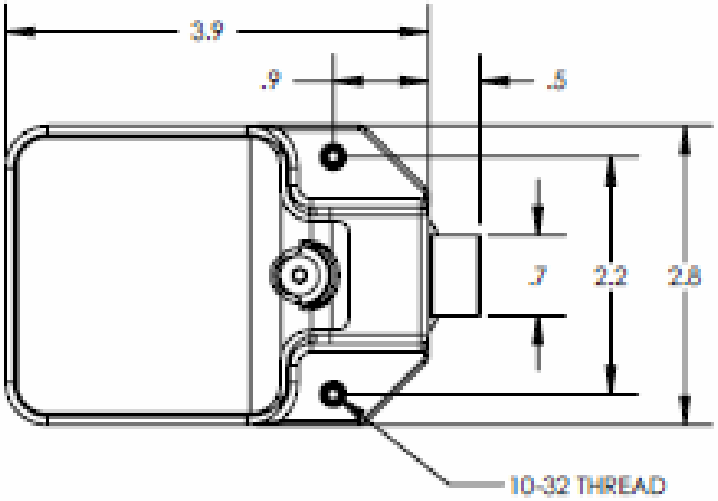
SPECIFICATIONS

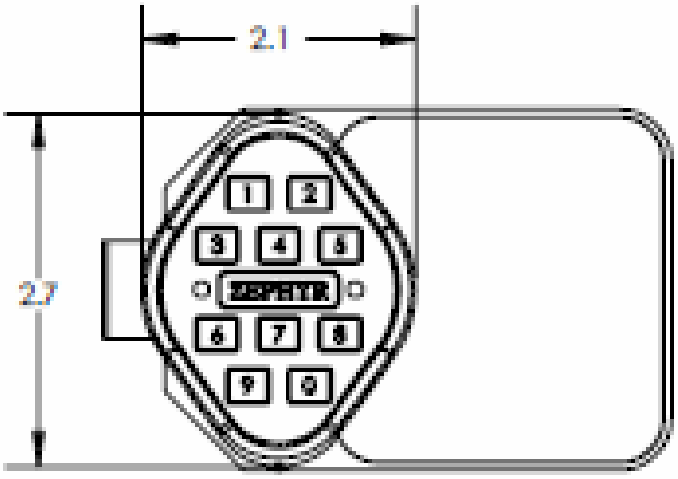
1. *One-Piece Welded Doors with Digital Lock*

Supply and install new one-piece welded doors with digital lock to be field installed onto existing Spacesaver FreeStyle lockers as follows:

- Doors shall be formed from two pieces of minimum 18-gauge (1.2 millimeters) cold rolled steel box formed and welded together using modern GMAW techniques. One-piece door with inner and outer door panels shall have a combined steel thickness of no less than .096 inches thick (2.4 millimeters). Welded door design with inner panel optimizes structural integrity of locker door system over and above any single frame door design.
- Exterior door panel shall be constructed with formed flanges and return flanges to add stiffness.
- Internal door panel shall be constructed with formed flanges for added stiffness.
- Inner door panel height shall be minimum 70 percent of external door height.
- One-piece welded door frame shall consist of internal door panel nested inside exterior door panel and welded per the following requirements:
    - Top/bottom. Exterior and Interior panels to be welded minimum three places with weld spacing not to exceed 6 inches (152.4 millimeters).
    - Sides. Exterior and interior panels to be welded with spacing not to exceed 12 inches (304.8 millimeters).
- Hinge:
    - Provide 16-gauge, full-length hinge for increased strength and security of locker system.
    - Hinges to be welded to door frame with spot welds not to exceed 6-inch separation (152.4 millimeters).
    - Remove existing door assembly and install new door assembly by riveting to door frame on factory pre-established hole pattern.
- Locking mechanism to be installed on doors at factory. (See included Digital Lock Specifications).
- Provide pegboard-style hole pattern on door inner panel for attaching variety of pegboard style accessories.
- Provide neoprene silencers on each door.
- Digital Lock Requirements:
    - The lock design must fit the following dimensional restrictions:
    - Lock face width on outer wall of locker door: 2.10”.
    - Lock face height on outer wall of locker door: 2.70”.
    - Lock face thickness on outer wall of locker door: 0.71”.
    - Interior lock case width: 3.90”.
    - Interior lock case height: 2.76”.
    - Interior lock case thickness: 1.38”.

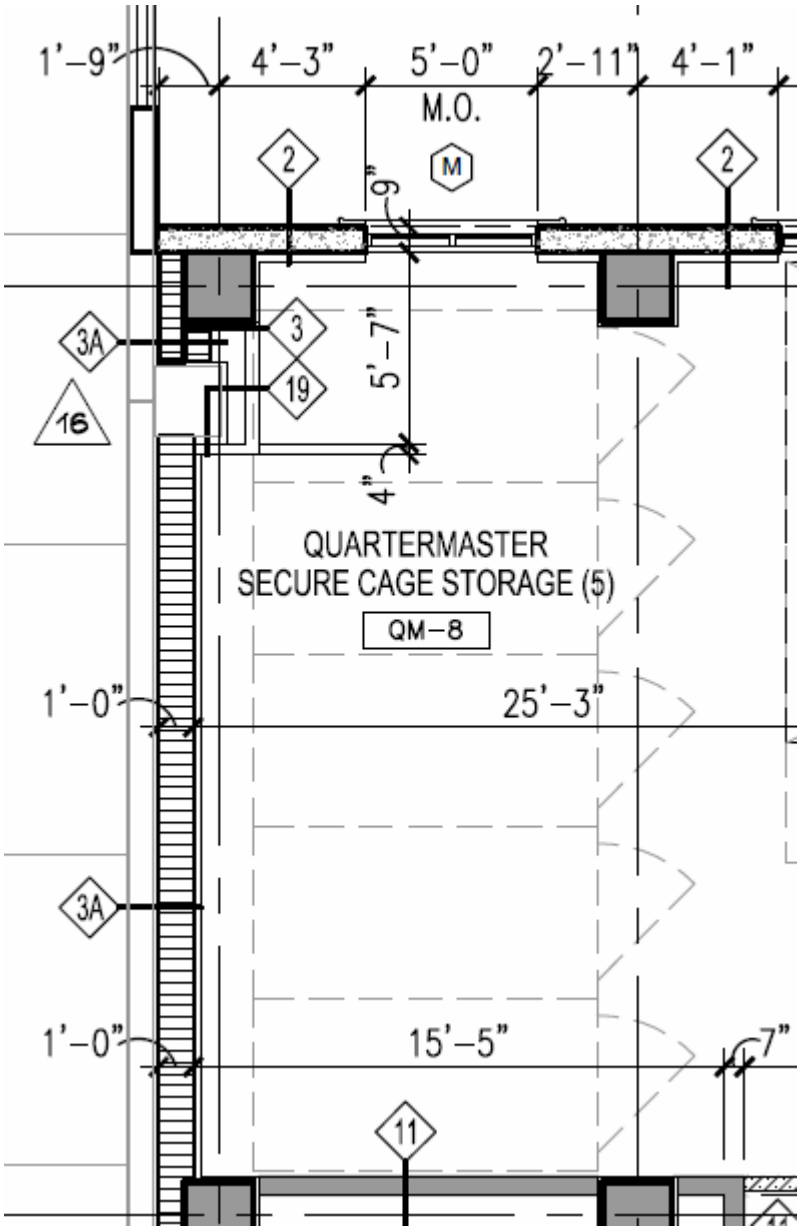
    - Mounting bolt hole centers: 2.19”.
- Digital Lock Features:
    - Battery life to match or exceed 15,000 cycles
    - Supervisory access via RFID card (Provide 4)
    - Programmable for shared use or permanent use settings
    - Automatic locking spring bolt
    - Pull forward handle or grips
    - 10 digit numeric keypad
    - Product warranty for at least 1 year
- Quoted cost for this line item shall be inclusive of all installation expenses; including but not limited to labor, materials, clean up, and removal of all materials including any existing locker doors that are being replaced.





Wire Cage Security Enclosures

Wire Cage Description: Provide 5 connected wire mesh cages, each to be 5'-0" wide x 10'-0 deep x 10'-3.25" tall (nominal dimensions) with a standard size (3'-0" x 7'-0") hinged door with a built-in cylinder lock keyed differently from each other. Cylinder lock is to be designed to use a key on both the inside and outside of the cage door, a thumb latch on the inside in not acceptable. These cages will sit against the outside wall in the Quartermasters area. No ceiling is required.



2. Wire Mesh: #10 W&M Gauge (.130), welded steel mesh, 2" x 2" square pattern.

- Horizontal Frames: 1-1/4” x 1-1/4” x 1/8” hot rolled angle, with 1-1/4” x 7/16” slotted holes punched approximately 24” O.C.
- Vertical Frames: 1-1/4” x 1-1/4” x 1/8” hot rolled angle notched at both ends. Two 1-1/4” x 7/16” slotted holes punched approximately 24” O.C.
- Stiffener bar (not applicable for panels constructed of 6ga welded wire): 1/4” x 3/4” thick hot rolled flat stock, center located and tack welded to wire mesh and horizontal frames on panels 1’ to 5’ long. Panels 6’ to 10’ long will have two stiffeners bars.
- Panels: Consisting of the above horizontal and vertical members welded at all corners, with mesh securely welded to frame. Stiffener bar/bars, when required, are then added at the appropriate location/locations.
- Hinge Doors: Constructed of the same materials as panels. Complete with all necessary mounting hardware to install and operate. Prepared to accept standard mortise cylinder lock or padlock hasp.
    - Hinges: Three 3” x 3” butt hinges, attached to adjacent post and door frame.
    - Cylinder Lock: Mortise type with keyed different cylinder operated by key outside and inside.
- Corner post: 2” x 2” x 14 gauge square tube with a 2” x 7” x 1/4” steel flat base plate punched to accept two 3/8” diameter anchors. A series of 5/16” diameter holes are drilled on all four sides to accept all hardware for panels and doors. Posts greater than standard 10’ 3-1/4" height use a 4” x 7-1/2” x 1/4" steel flat base plate punched to accept four 3/8” diameter anchors.
- Adjustable Corner post: Four 3” x 3” butt hinges welded to two 2” x 2” square tubes with 2” x 4-1/2” base plates punched to accept 3/8” diameter anchors. Can adjust to angles other than 90°.
- Line/Run post: 2” x 2” x 14 gauge square tube with a 2” x 7” x 1/4” steel flat base plate punched to accept two 3/8” diameter anchors. A series of 3/8” diameter holes are drilled through two sides to accept all hardware for panels. Posts greater than standard 10’ 3-1/4" height use a 4” x 7-1/2” x 1/4" steel flat base plate punched to accept four 3/8” diameter anchors.
- Door post: 2” x 2” x 14 gauge square tube with a 2” x 7” x 1/4” steel flat base plate punched to accept two 3/8” diameter anchors. A series of 3/8” diameter holes are drilled on all four sides to accept all hardware for panels and doors. Posts greater than standard 10’ 3-1/4" height use a 4” x 7-1/2” x 1/4" steel flat base plate punched to accept four 3/8” diameter anchors.
- Accessories:
    - Sheet Metal Base: 16-gauge hot-rolled sheet metal.
- Hardware: 5/16” flanged hex head bolts and nuts for all panel-to-panel, panel/door to post connections. Field bracing, floor, and wall anchors by erector.
- Finish: Two stage Phosphate wash with a standard 2 mil Polyester Powder Coat finish of SpaceGuard Gray, with options of Black, Green, Blue, Yellow, Red or custom color.

2. *Rolling Ladder*

Steel 4 Step rolling metal ladder with A2 rubber tread, B4 safelock caster system and E20 20” deep top platform. Top platform size, 30”w. x 20”d.

3. *Roll-out Drawers*

Roll-out Drawers: Provide and install in existing Spacesaver High Density Mobile System 6 ea. roll-out painted steel drawers 6” deep with integrated locking mechanism. Each drawer will have 3 full height adjustable partitions and 12 full height adjustable dividers. Provide and install in existing Spacesaver High Density Mobile System 4 ea. roll-out painted steel drawers 9” deep with integrated locking mechanism. Each drawer will have 2 full height adjustable partitions. All drawers to come with required mounting brackets and fit into two sections of shelving 42” w x 24” d.

4. *Locker Bench and Pedestals*

Provide and install 72” wooden locker bench and metal pedestals.

5. *Wire Garment Cart*

Provide (assembled) Wire Garment Cart, 24”d x 48:w x 63” t, with 4 brake casters with donut bumpers, coat rod, and 18 closed loop hangers in Nickel/chrome finish.

6. *Garment Rails*

Provide and install 8 ea. 36” wide and 8 ea. 42” wide garment rails and brackets to be installed in Spacesaver High Density Mobile Storage System.

7. *Extendable Belt/Holster Hook Organizer*

Provide and install Belt/Holster extendable organizer to be installed in Spacesaver High Density Mobile Storage System. Organizer is designed to attach to the shelf supports of the overhead shelf, 2” wide x 24” deep with 7 hooks per unit.

Additionally, the Successful Offeror Shall:

1. Be able to provide on-site installation and clean-up.
2. Be a Spacesaver authorized reseller and installer.
3. Provide industry standard warranty on all services.
4. Provide industry standard warranty on all products.

PRICE SHEET:

Offerors shall quote each item number individually with total unit and freight costs for the quantity listed. The City does not guarantee the quantity to be purchased.

Line Item #	DESCRIPTION	UOM	EST QTY	TOTAL UNIT COST	TOTAL FRIEGHT COST	TOTAL COST
1.	One-piece Welded Doors with Digital Lock	Each	177	$ 503.00	$ 7,780.00	$ 96,811.00
2.	Wire Cage Security Enclosures	Each	5	$ 1,458.40	$ 1,270.00	$ 8,562.00
3.	Rolling Ladder	Each	1	$ 987.00	$582.00	$ 1,569.00
4.	Roll-out Drawers	Each	10	$ 317.57	$ 706.66	$ 3,882.36
5.	Locker Bench and Pedestals	Each	1	$ 315.26	$ 262.66	$ 577.92
6.	Wire Garment Cart	Each	1	$ 433.98	$ 135.00	$ 568.98
7.	Garment Rails	Each	16	$ 102.00	$ 266.66	$ 1,898.66
8.	Extendable Belt/Holster Hook Organizer	Each	1	$ 911.12	$ 253.33	$ 1,164.45
					COST SUBTOTAL	$ 115,061.37

Line Item #	DESCRIPTION	UOM	EST QTY	TOTAL UNIT CREDIT		TOTAL CREDIT
CR	Credit applied for retention of existing (still new) one-piece welded locker doors	Each	177	$ 0.00		$ 0.00
					CREDIT SUBTOTAL	$ 0.00
					FINAL COST TOTAL (COST – CREDIT SUBTOTALS)	$ 115,061.37

Line Item	DESCRIPTION	UOM	Est. Qty.	Unit Cost	Frt. Cost	Total Cost
9	Option: Add Digital Locks ONLY to Locker Order in Production	Each	1	$ 31,349.50	Included	$ 31,349.50 *

***To accept this option the order needs to be placed no later than October 30, 2015.**

Business Name: PATTERSON POPE,. INC.

Business Point of Contact Name: DOUGLAS KREAGER

Street Address: 10340 USA TODAY WAY

City: MIRAMAR ST: FL. ZIP: 33025

Phone: 786-459-4631 Fax: _____

E-Mail: dkreager@pattersonpope.com
Taxpayer Identification Number (TIN): 56-0986683

Hours of Operation: Monday – Friday 8:00 a.m. to 5:00 p.m.

BASIC INSTRUCTIONS TO RESPONDENTS:

I. General Provisions

A. Submittal of a response for this project certifies that all pricing set forth has been arrived at independently, without consultation, communication, collusion, or agreement for the purpose of restricting competition.

B. The successful contractor shall be properly licensed to do the work. Proof of licensure is required at the time of quote submittal.

C. The successful Contractor will be responsible for coordinating all work to be performed with Department staff.

D. The Work performed by the Contractor shall meet all applicable federal, state and local laws, codes, ordinances and regulations.

II. Contractor Qualifications

A Must have adequate trained and skilled personnel to perform the work. The qualifications and experience of the personnel is subject to approval by the City.

B Must have adequate and sufficient equipment, skills and financial resources to perform the work in a timely basis.

C A record of service rated good or better.

RIGHT TO REJECT: The City reserves the right to reject any or all offers in response to this Request for Quotation, to waive any informality in the solicitation process.

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: **PATTERSON POPE. INC.**

Address: **10340 USA TODAY WAY, MIRAMAR, FL. 33025**

Phone No.: **786-459-4631**

Contact Person (Regarding This Form): **DOUGLAS KREAGER**

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ☐ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ☐ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ☒ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES __X__ NO _____

(Choose below as applicable)

- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**

- ☒ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

PRICE SHEET:

Offerors shall quote each item number individually with total unit and freight costs for the quantity listed. The City does not guarantee the quantity to be purchased.

Line Item #	DESCRIPTION	UOM	EST QTY	TOTAL UNIT COST	TOTAL FRIEGHT COST	TOTAL COST
1.	One-piece Welded Doors with Digital Lock	Each	177	513.00	7,845.00	98,646.00
2.	Wire Cage Security Enclosures	Each	5	1,496.00	1,293.00	8,773.00
3.	Rolling Ladder	Each	1	1,010.00	598.00	1,608.00
4.	Roll-out Drawers	Each	10	325.00	723.00	3,973.00
5.	Locker Bench and Pedestals	Each	1	322.00	277.00	599.00
6.	Wire Garment Cart	Each	1	446.00	146.00	592.00
7.	Garment Rails	Each	16	106.00	279.00	1,975.00
8.	Extendable Belt/Holster Hook Organizer	Each	1	937.00	259.00	1,196.00
					COST SUBTOTAL	

Line Item #	DESCRIPTION	UOM	EST QTY	TOTAL UNIT CREDIT		TOTAL CREDIT
CR	Credit applied for retention of existing (still new) one-piece welded locker doors	Each	177	0		0
					CREDIT SUBTOTAL	0
					FINAL COST TOTAL (COST – CREDIT SUBTOTALS)	117,362.00

Business Name: ASSOCIATED OFFICE SYSTEMS OF LA., INC.

Business Point of Contact Name: DALE P. CASTRO

Street Address: 400 POYDRAS STREET, SUITE 1700

City: NEW ORLEANS ST: LA ZIP: 70130

Phone: 504.561.8400 Fax: 504.561.1155

E-Mail: D.CASTRO@THINKAOS.COM

Taxpayer Identification Number (TIN): 72-0791940

Hours of Operation: MONDAY – FRIDAY 8:00 AM – 5:00 PM

OCTOBER 14, 2015

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: ASSOCIATED OFFICE SYSTEMS OF LA., INC.

Address: 400 POYDRAS STREET, SUITE 1700, NEW ORLEANS, LA 70130

Phone No.: 504.561.8400

Contact Person (Regarding This Form): DALE P. CASTRO

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☒ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES____ NO _____
  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO _____
  (Choose below as applicable)
- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

Fax Transmission

To:	19546023974@fax.mycloudfaxing.com	**From:**	SpaceSaver
Fax:	+1 (954) 6023974	**Date:**	10/14/2015
RE:	Spacesaver Response to RFQ 15-PD03	**Pages:**	10

Comments:

Please see the attached response to your RFQ, and feel free to contact me if you have any questions.

David W. Craig
Spacesaver Storage Solutions
1256 Progress Road
Suffolk, VA 23434
(757) 538-3320, ext 220
Cell - (804) 239-2578
www.spacesaverVA.com<http://www.spacesaverva.com/>

ATTACHMENT 3

CITY OF MIRAMAR
REQUEST FOR QUOTATION No. 15-PD03
POLICE DEPARTMENT LOCKER AND
HIGH-DENSITY MOBILE SHELVING ADD-ONS

PURPOSE:

The City of Miramar is soliciting quotes to provide and install add-on items for Spacesaver lockers and high-density shelving units for the new Police Department Headquarters building.

METHOD OF AWARD:

The City shall award to lowest responsive, responsible Offeror for the total of all items or by grouping of multiple items or on a per item basis, whichever is in the best interest of the City.

The City reserves the right to make an award in a manner deemed in the best interest of the City and shall guarantee no quantity or dollar values for this solicitation. Purchases will be made through the issuance of a City of Miramar Purchase Order.

Offeror may quote on one or all items on the Price Sheet.

TERM: A Purchase Order will be issued to the lowest, responsive responsible Offeror(s) and shall be completed upon receipt of goods and/or services.

INSURANCE: The Successful Offeror shall obtain at their expense and furnish copies of all necessary insurance requirements, covering liability, property damage, workman's compensation and vehicle insurance and shall keep such insurance in force during the course of the prescribed work. The Successful Offeror shall indemnify and hold the City harmless from any damage resulting to them for failure of either Offeror or any subcontractor to take out or maintain such insurance.

DUE DATE & TIME: Quotes are due by **5:00 P.M. Wednesday, October 14, 2015**. Quotes may be e-mailed to ewatters@miramarpd.org OR sent via fax to 954-602-3974.

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SPECIFICATIONS

1. *One-Piece Welded Doors with Digital Lock*

Supply and install new one-piece welded doors with digital lock to be field installed onto existing Spacesaver FreeStyle lockers as follows:

- Doors shall be formed from two pieces of minimum 18-gauge (1.2 millimeters) cold rolled steel box formed and welded together using modern GMAW techniques. One-piece door with inner and outer door panels shall have a combined steel thickness of no less than .096 inches thick (2.4 millimeters). Welded door design with inner panel optimizes structural integrity of locker door system over and above any single frame door design.
- Exterior door panel shall be constructed with formed flanges and return flanges to add stiffness.
- Internal door panel shall be constructed with formed flanges for added stiffness.
- Inner door panel height shall be minimum 70 percent of external door height.
- One-piece welded door frame shall consist of internal door panel nested inside exterior door panel and welded per the following requirements:
    - Top/bottom. Exterior and Interior panels to be welded minimum three places with weld spacing not to exceed 6 inches (152.4 millimeters).
    - Sides. Exterior and interior panels to be welded with spacing not to exceed 12 inches (304.8 millimeters).
- Hinge:
    - Provide 16-gauge, full-length hinge for increased strength and security of locker system.
    - Hinges to be welded to door frame with spot welds not to exceed 6-inch separation (152.4 millimeters).
    - Remove existing door assembly and install new door assembly by riveting to door frame on factory pre-established hole pattern.
- Locking mechanism to be installed on doors at factory. (See included Digital Lock Specifications).
- Provide pegboard-style hole pattern on door inner panel for attaching variety of pegboard style accessories.
- Provide neoprene silencers on each door.
- Digital Lock Requirements:
    - The lock design must fit the following dimensional restrictions:
    - Lock face width on outer wall of locker door: 2.10".
    - Lock face height on outer wall of locker door: 2.70".
    - Lock face thickness on outer wall of locker door: 0.71".
    - Interior lock case width: 3.90".
    - Interior lock case height: 2.76".
    - Interior lock case thickness: 1.38".

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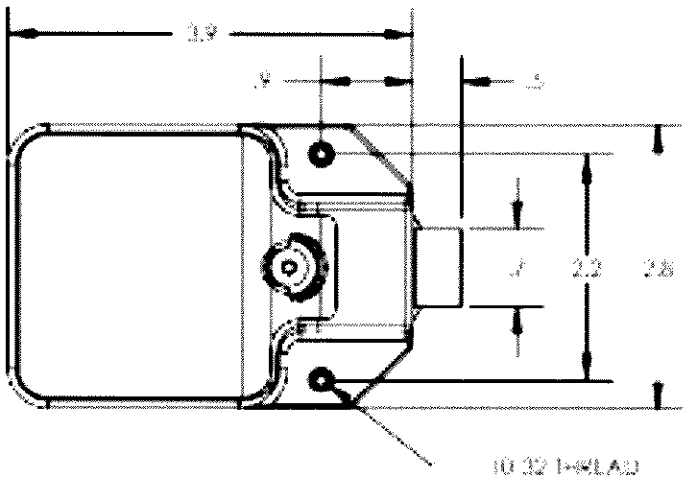
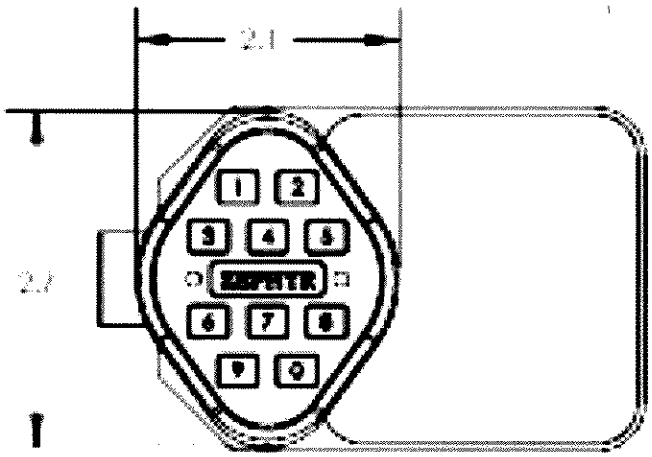
  - Mounting bolt hole centers: 2.19".
- Digital Lock Features:
  - Battery life to match or exceed 15,000 cycles
  - Supervisory access via RFID card (Provide 4)
  - Programmable for shared use or permanent use settings
  - Automatic locking spring bolt
  - Pull forward handle or grips
  - 10 digit numeric keypad
  - Product warranty for at least 1 year
- Quoted cost for this line item shall be inclusive of all installation expenses; including but not limited to labor, materials, clean up, and removal of all materials including any existing locker doors that are being replaced.





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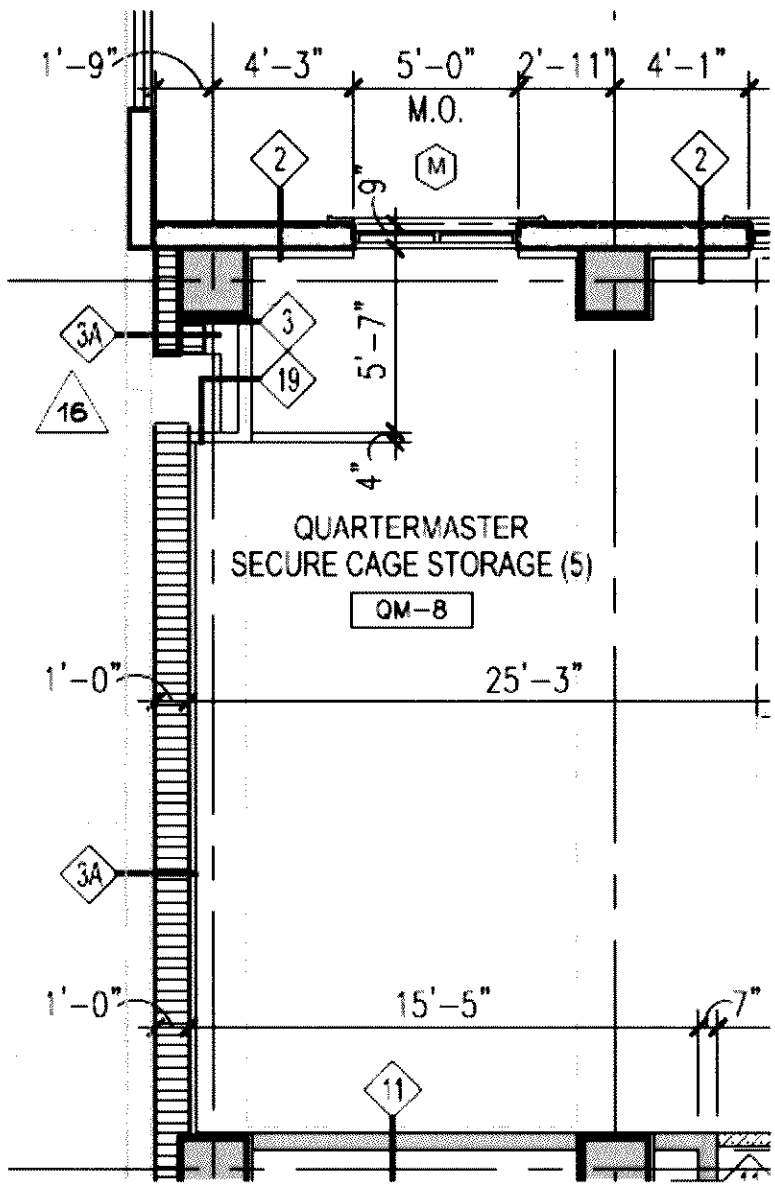
Wire Cage Security Enclosures

Wire Cage Description: Provide 5 connected wire mesh cages, each to be 5'-0" wide x 10'-0 deep x 10'-3.25" tall (nominal dimensions) with a standard size (3'-0" x 7'-0") hinged door with a built-in cylinder lock keyed differently from each other. Cylinder lock is to be designed to use a key on both the inside and outside of the cage door, a thumb latch on the inside in not acceptable. These cages will sit against the outside wall in the Quartermasters area. No ceiling is required.



2. Wire Mesh: #10 W&M Gauge (.130), welded steel mesh, 2" x 2" square pattern.

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- Horizontal Frames: 1-1/4" x 1-1/4" x 1/8" hot rolled angle, with 1-1/4" x 7/16" slotted holes punched approximately 24" O.C.
- Vertical Frames: 1-1/4" x 1-1/4" x 1/8" hot rolled angle notched at both ends. Two 1-1/4" x 7/16" slotted holes punched approximately 24" O.C.
- Stiffener bar (not applicable for panels constructed of 6ga welded wire): 1/4" x 3/4" thick hot rolled flat stock, center located and tack welded to wire mesh and horizontal frames on panels 1' to 5' long. Panels 6' to 10' long will have two stiffeners bars.
- Panels: Consisting of the above horizontal and vertical members welded at all corners, with mesh securely welded to frame. Stiffener bar/bars, when required, are then added at the appropriate location/locations.
- Hinge Doors: Constructed of the same materials as panels. Complete with all necessary mounting hardware to install and operate. Prepared to accept standard mortise cylinder lock or padlock hasp.
    - Hinges: Three 3" x 3" butt hinges, attached to adjacent post and door frame.
    - Cylinder Lock: Mortise type with keyed different cylinder operated by key outside and inside.
- Corner post: 2" x 2" x 14 gauge square tube with a 2" x 7" x 1/4" steel flat base plate punched to accept two 3/8" diameter anchors. A series of 5/16" diameter holes are drilled on all four sides to accept all hardware for panels and doors. Posts greater than standard 10' 3-1/4" height use a 4" x 7-1/2" x 1/4" steel flat base plate punched to accept four 3/8" diameter anchors.
- Adjustable Corner post: Four 3" x 3" butt hinges welded to two 2" x 2" square tubes with 2" x 4-1/2" base plates punched to accept 3/8" diameter anchors. Can adjust to angles other than 90°.
- Line/Run post: 2" x 2" x 14 gauge square tube with a 2" x 7" x 1/4" steel flat base plate punched to accept two 3/8" diameter anchors. A series of 3/8" diameter holes are drilled through two sides to accept all hardware for panels. Posts greater than standard 10' 3-1/4" height use a 4" x 7-1/2" x 1/4" steel flat base plate punched to accept four 3/8" diameter anchors.
- Door post: 2" x 2" x 14 gauge square tube with a 2" x 7" x 1/4" steel flat base plate punched to accept two 3/8" diameter anchors. A series of 3/8" diameter holes are drilled on all four sides to accept all hardware for panels and doors. Posts greater than standard 10' 3-1/4" height use a 4" x 7-1/2" x 1/4" steel flat base plate punched to accept four 3/8" diameter anchors.
- Accessories:
    - Sheet Metal Base: 16-gauge hot-rolled sheet metal.
- Hardware: 5/16" flanged hex head bolts and nuts for all panel-to-panel, panel/door to post connections. Field bracing, floor, and wall anchors by erector.
- Finish: Two stage Phosphate wash with a standard 2 mil Polyester Powder Coat finish of SpaceGuard Gray, with options of Black, Green, Blue, Yellow, Red or custom color.

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2. *Rolling Ladder*

Steel 4 Step rolling metal ladder with A2 rubber tread, B4 safelock caster system and E20 20" deep top platform. Top platform size, 30"w. x 20"d.

3. *Roll-out Drawers*

Roll-out Drawers: Provide and install in existing Spacesaver High Density Mobile System 6 ea. roll-out painted steel drawers 6" deep with integrated locking mechanism. Each drawer will have 3 full height adjustable partitions and 12 full height adjustable dividers. Provide and install in existing Spacesaver High Density Mobile System 4 ea. roll-out painted steel drawers 9" deep with integrated locking mechanism. Each drawer will have 2 full height adjustable partitions. All drawers to come with required mounting brackets and fit into two sections of shelving 42" w x 24" d.

4. *Locker Bench and Pedestals*

Provide and install 72" wooden locker bench and metal pedestals.

5. *Wire Garment Cart*

Provide (assembled) Wire Garment Cart, 24"d x 48:w x 63" t, with 4 brake casters with donut bumpers, coat rod, and 18 closed loop hangers in Nickel/chrome finish.

6. *Garment Rails*

Provide and install 8 ea. 36" wide and 8 ea. 42" wide garment rails and brackets to be installed in Spacesaver High Density Mobile Storage System.

7. *Extendable Belt/Holster Hook Organizer*

Provide and install Belt/Holster extendable organizer to be installed in Spacesaver High Density Mobile Storage System. Organizer is designed to attach to the shelf supports of the overhead shelf, 2" wide x 24" deep with 7 hooks per unit.

Additionally, the Successful Offeror Shall:

1. Be able to provide on-site installation and clean-up.
2. Be a Spacesaver authorized reseller and installer.
3. Provide industry standard warranty on all services.
4. Provide industry standard warranty on all products.

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PRICE SHEET:

Offerors shall quote each item number individually with total unit and freight costs for the quantity listed. The City does not guarantee the quantity to be purchased.

Line Item #	DESCRIPTION	UOM	EST QTY	TOTAL UNIT COST	TOTAL FRIEGHT COST	TOTAL COST
1.	One-piece Welded Doors with Digital Lock	Each	177	548.00	7,700.00	104,696.00
2.	Wire Cage Security Enclosures	Each	5	1,620.00	1,300.00	9,400.00
3.	Rolling Ladder	Each	1	993.00	590.00	1,583.00
4.	Roll-out Drawers	Each	10	365.00	800.00	4,450.00
5.	Locker Bench and Pedestals	Each	1	525.00	250.00	775.00
6.	Wire Garment Cart	Each	1	484.00	125.00	609.00
7.	Garment Rails	Each	16	141.00	320.00	2,576.00
8.	Extendable Belt/Holster Hook Organizer	Each	1	1,082.00	260.00	1,342.00
					COST SUBTOTAL	125,431.00

Line Item #	DESCRIPTION	UOM	EST QTY	TOTAL UNIT CREDIT		TOTAL CREDIT
CR	Credit applied for retention of existing (still new) one-piece welded locker doors	Each	177	0.00		0.00
					CREDIT SUBTOTAL	0.00
					FINAL COST TOTAL (COST – CREDIT SUBTOTALS)	125,431.00

Business Name: Spacesaver Storage Solutions

Business Point of Contact Name: David Craig

Street Address: 10040 Whitesel Rd

City: Ashland ST: VA ZIP: 23005

Phone: (804) 239-2578 Fax: (804) 798-3718

E-Mail: david@spacesaverva.com

Taxpayer Identification Number (TIN): 20-8229087

Hours of Operation: N/A

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BASIC INSTRUCTIONS TO RESPONDENTS:

I. General Provisions

A. Submittal of a response for this project certifies that all pricing set forth has been arrived at independently, without consultation, communication, collusion, or agreement for the purpose of restricting competition.

B. The successful contractor shall be properly licensed to do the work. Proof of licensure is required at the time of quote submittal.

C. The successful Contractor will be responsible for coordinating all work to be performed with Department staff.

D. The Work performed by the Contractor shall meet all applicable federal, state and local laws, codes, ordinances and regulations.

II. Contractor Qualifications

A Must have adequate trained and skilled personnel to perform the work. The qualifications and experience of the personnel is subject to approval by the City.

B Must have adequate and sufficient equipment, skills and financial resources to perform the work in a timely basis.

C A record of service rated good or better.

RIGHT TO REJECT: The City reserves the right to reject any or all offers in response to this Request for Quotation, to waive any informality in the solicitation process.

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BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.

- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES____ NO _____
  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO _____
  (Choose below as applicable)
- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**

- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

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FROM 2015 01 TO 2015 13

ACCOUNTS FOR: 160 Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
92220 EQUITABLE SHARING-JUSTICE							
160-00-000-000-000-355100-92220 Federal Forfeiture-Justice	0	-19,971.31	-19,971.31	-17,733.33	.00	-2,237.98	88.8%
160-00-000-000-000-361100-92220 Int Earnings	0	.00	.00	-2,237.98	.00	2,237.98	.0%
160-00-000-000-000-399999-92220 Appropriation Of Fund Balance	0	-622,504.65	-622,504.65	.00	.00	-622,504.65	.0%
160-20-000-521-000-606400-92220 Machinery & Equipment	0	240,958.00	240,958.00	.00	.00	240,958.00	.0%
160-20-000-521-000-609990-92220 Appropriated Fund Balance	0	401,517.96	401,517.96	.00	.00	401,517.96	.0%
TOTAL EQUITABLE SHARING-JUSTIC	0	.00	.00	-19,971.31	.00	19,971.31	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	-19,971.31	.00	19,971.31	.0%
TOTAL REVENUES	0	-642,475.96	-642,475.96	-19,971.31	.00	-622,504.65	
TOTAL EXPENSES	0	642,475.96	642,475.96	.00	.00	642,475.96	

FROM 2015 01 TO 2015 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	.00	.00	-19,971.31	.00	19,971.31	.0%

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	12	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:

FLEXIBLE PERIOD REPORT

Includes accounts exceeding 0% of budget.
Print Full or Short description: F
Print full GL account: Y
Sort by full GL account: N
Print Revenues-Version headings: N
Print revenue as credit: Y
Print revenue budgets as zero: N

From Yr/Per: 2015/ 1
To Yr/Per: 2015/13
Budget Year: 2015
Print totals only: N
Format type: 2
Double space: N
Suppress zero bal accts: Y
Amounts/totals exceed 999 million dollars: N
Roll projects to object: N
Print journal detail: N
From Yr/Per: 2016/ 1
To Yr/Per: 2016/ 1
Include budget entries: N
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1
Multiyear view: D

6.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Randy Cross, Procurement Director on behalf of Procurement Department

Temp Reso Number: 5953

Item Description: Temp. Reso. No. 5953, APPROVING THE PURCHASE OF CITYWIDE COMMUNICATION SERVICES FROM VERIZON WIRELESS, UTILIZING STATE OF FLORIDA AGREEMENT NO. DMS-10/11-008C IN AN ANNUAL AMOUNT NOT-TO-EXCEED $267,220 FOR FISCAL YEAR 2016. (Randy Cross, Procurement Director)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The City currently uses several vendors, such as Verizon Wireless, AT & T, Sprint/Nextel and T-Mobile, to provide various types of wireless services to the City. These services include City issued cell phones and air cards for data and internet connection. Verizon Wireless, AT & T and Sprint offer competitive rates for different types of services that are accessible through the State of Florida Department of Management Services Agreement No. DMS10/11-008C, while T -Mobile offers competitive rates through the Western States Contracting Alliance Agreement.

Currently, a majority of the citywide wireless services are provided by Verizon Wireless. This is due to the rates being the most competitive of all the carriers as well as the reliability of the service.

Pursuant to the City Code, approval of the Commission is required for purchases by multiple departments in excess of $150,000 from the same vendor within a single fiscal year. The total cost of the wireless services for fiscal year 2016 is anticipated to be in an amount not-to-exceed $267,220 citywide.

The initial term for the State of Florida Department of Managerment Services Telecommunications Agreement will expire on January 18, 2017.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for City-wide communication services is available in the various departmental Communication GL Accounts (object # 604100), as shown in the memo.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5953**
- **Attachment(s)**
  - **Attachment 1: State of Florida DMS Contract DMS 10/11-008C**
  - **Attachment 2: State of Florida DMS Contract Verizon Rate Plans**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Randy Cross, Procurement Director

DATE: December 22, 2015

RE: Temp. Reso. No. 5953, Fiscal Year 2016 Citywide Wireless Communication Services

---

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5953, approving the purchase of citywide communication services from Verizon Wireless, utilizing State of Florida Department of Management Services Agreement No. DMS 10/11-008C in an annual amount not-to-exceed $267,220 for Fiscal Year 2016.

ISSUE: City Commission approval is required for combined purchases by multiple departments that exceed $150,000 from the same vendor in a single fiscal year.

BACKGROUND: The City uses various wireless services to maintain effective communication, including internet, data and cell phones services. Employees are provided with wireless services to carry out different department functions in an efficient manner to serve the citizens and residents of Miramar.

The City currently uses several vendors, including Verizon Wireless, AT&T, Sprint/Nextel and T-Mobile, to provide wireless services for employees. These services include City issued cell phones, data plans and internet connections. Verizon Wireless, AT&T and Sprint offer competitive rates for different types of services through the State of Florida Department of Management Services Agreement No. DMS10/11-008C, while T-Mobile offers competitive rates through the Western States Contracting Alliance Agreement No. 1907.

Currently, most of the wireless services citywide are provided by Verizon Wireless. This is due to the rates being most competitive, in addition to the reliability of the service. The vast majority of the wireless services are currently

used by the Police Department to provide internet service connections in patrol units. The initial term of the State of Florida Agreement with Verizon Wireless will expire on January 18, 2017. The estimated total cost for the wireless services from Verizon Wireless for Fiscal Year 2016 is in an amount not-to-exceed $267,220. The total amount for each City department is budgeted as follows for Fiscal Year 2016:

	Department	Budget Code	Estimated Annual Spend
1	Budget	001-15-153-513-000-604100	1,100
2	City Clerk	001-08-100-512-000-604100	1,100
3	City Commission		
3a	City Commission	001-01-010-511-000-604100-00002	2,380
3b	City Commission	001-01-010-511-000-604100-00003	2,380
3c	City Commission	001-01-010-511-000-604100-00004	2,380
3d	City Commission	001-01-010-511-000-604100-00006	2,380
3e	City Commission	001-01-010-511-000-604100-00007	2,380
		Subtotal	**11,900**
4	City Manager's Office	001-05-050-512-000-604100	7,500
5	Community & Economic Development	001-41-100-559-000-604100	1,600
6	Cultural Affairs	001-68-680-573-000-604100	4,800
7a	Construction & Fac. Mgmt	410-53-100-539-000-604100	900
7b	Construction & Fac. Mgmt	410-53-532-539-000-604100	900
		Subtotal	**1,800**
8a	Finance	001-10-100-513-000-604100	2,000
8b	Finance – Reporting & Training	001-10-102-513-000-604100	1,500
9	Fire-Rescue	001-30-100-522-000-604100	25,500
10	Human Resources	001-06-100-513-000-604100	3,000

11	Office of Marketing & Public Relations	001-05-051-512-000-604100	5,000
12	Information Technology	504-58-581-516-000-604100	2,000
13	Parks & Recreation		
13a	Administration	001-60-100-572-000-604100	2,500
13b	Miramar YEC	001-60-600-572-000-604100	1,400
13c	Athletics	001-60-602-572-000-604100	1,600
13d	Sunset Lakes	001-60-603-572-000-604100	800
13e	Miramar Regional Park	001-60-604-572-000-604100	3,000
13f	Special Events	001-60-605-574-000-604100	700
13g	Aquatics	001-60-606-572-060-604100	700
13h	Aquatics	001-60-606-572-061-604100	1,500
13i	Ansin Sports Complex	001-60-607-572-000-604100	1,600
13j	Parks Maintenance	001-60-608-572-000-604100	8,100
13k	Vizcaya Park	001-60-609-572-000-604100	900
		Subtotal	**22,800**
14	Police	001-20-208-529-000-604100	99,000
15a	Procurement	001-11-120-513-000-604100	7,000
15b	Procurement -Mail Room	001-11-121-513-000-604100	900
		Subtotal	**7,900**
16	Public Works		
16a	Administration	001-50-100-539-000-604100	1,800
16b	Building Maintenance	001-50-501-519-000-604100	5,500
16c	Street Maintenance	001-50-505-541-000-604100	2,500
16d	Transit Operations	001-50-507-544-000-604100	1,400
16e	Solid Waste	001-50-508-534-000-604100	3,000
16f	Landscape Maintenance	001-50-509-519-000-604100	3,300
16g	StormWater Mgmt.	415-50-515-538-000-604100	3,550
16h	Fleet Maintenance	503-50-521-519-000-604100	1,700
		Subtotal	**22,750**

17	Social Services		
17a	Administration	001-63-100-596-000-604100	2,100
17b	Senior Services	001-63-632-569-000-604100	4,200
17c	Adult Day Care	001-63-634-569-000-604100	1,200
17d	Child Care- Fairway	001-63-634-569-040-604100	1,400
17e	Child Care -Coceano	001-63-650-569-070-604100	1,400
17f	Child Care-Silver Shores	001-63-650-569-110-604100	1,400
17g	Child Care Sunset Lakes	001-63-650-569-120-604100	1,400
		Subtotal	**13,100**
18	Utilities		
18a	Administration	410-55-100-536-000-604100	5,400
18b	Operational Services	410-55-550-536-000-604100	1,850
18c	Electrical Instrument	410-55-553-539-000-604100	4,100
18d	Water Treatment Supply	410-55-554-533-130-604100	1,400
18e	Water Treatment Supply	410-55-554-533-140-604100	560
18f	W. Water Treatment	410-55-555-535-000-604100	2,600
18g	Plant Maintenance	410-55-556-536-000-604100	760
18h	Water Trans & Dist.	410-55-557-533-000-604100	3,100
18i	Water Accountability	410-55-558-533-000-604100	2,100
18j	WWater Collection Maint	410-55-559-535-000-604100	9,400
18k	Water & W. Water Qual.	410-55-563-533-000-604100	1,600
		Subtotal	**32,870**
		TOTAL	**267,220**

Temp. Reso. No. 5953
1/5/16
1/15/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF CITYWIDE COMMUNICATION SERVICES FROM VERIZON WIRELESS, UTILIZING STATE OF FLORIDA AGREEMENT NO. DMS-10/11-008C IN AN ANNUAL AMOUNT NOT-TO-EXCEED $267,220 FOR FISCAL YEAR 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes wireless services, such as internet and cell phone services, to maintain effective communication and carry out department functions in an efficient manner; and

WHEREAS, the City currently uses several vendors, including Verizon Wireless, AT&T, Sprint/Nextel and T-Mobile to provide wireless services; and

WHEREAS, each vendor offers competitive rates for different types of services that are accessible through either the State of Florida Department of Management Services Agreement No. DMS10/11-008c or the Western States Contracting Alliance Agreement No. 1907; and

WHEREAS, commodities or services available through the utilization of other government agencies' contracts are exempt from the competitive procurement process in accordance with Section 2-413(6) "*Utilization of other government agencies' contracts*" of the City Code; and

WHEREAS, Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by

Cellco Partnership, its General Partner ("Verizon Wireless") to provide the majority of wireless and communication services for multiple departments citywide; and

WHEREAS, pursuant to the City Code, City Commission approval is required for combined purchases by multiple departments that exceed $150,000 from the same vendor in a single fiscal year; and

WHEREAS, the total cost of wireless services from Verizon Wireless for Fiscal Year 2016 is anticipated to be in an amount not-to-exceed $267,220; and

WHEREAS, the City Manager recommends approving the purchase of citywide communication services from Verizon Wireless, utilizing State of Florida Department of Management Services Communications Agreement No. DMS 10/11-008c in an amount not-to-exceed $267,220 for Fiscal Year 2016 (the "Wireless Services Purchases"); and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the Wireless Services Purchases in an amount not-to-exceed $267,220 for Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS"** clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Section 2: That the City Commission approves the Wireless Services Purchases from Verizon Wireless in an amount not-to-exceed $267,220 for

Fiscal Year 2016.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Rick Scott
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

John P. Miles
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

MOBILE COMMUNICATION SERVICES

VERIZON CONTRACT

CONTRACT NO.: DMS-10/11-008C

Contract 1.0 *MOBILE COMMUNICATION SERVICES AGREEMENT*

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Exhibit 4 - Enhanced Services and Solutions
Exhibit 5 - SLA Matrix
Exhibit 6 - Contract No.: 03-STO-ITN-001 (MA4974) and Contract No: 725-330-05-1
Exhibit 7 - Discounts
Exhibit 8- Award Memorandum, Supplemental Memorandum, and attachments demonstrating ranking of service providers

MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097("Service Provider").

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate #10/11-008 ("ITN"), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, the ITN process resulted in Verizon Wireless receiving a pricing score of 46, a technical score of 45.6, and a total score of 91.6, AT&T Mobility receiving a pricing score of 23, a technical score of 40.2 and a total score of 63.2, and Sprint receiving a pricing score of 21, a technical score of 39, and a total score of 60; and

WHEREAS, although Verizon Wireless received the highest score of the responsive vendors, was the highest ranked service provider, the Department believes it is in the best interest of the State to include AT&T Mobility and Sprint as authorized service providers to ensure perpetual competition, and to permit agencies to choose the service provider that provides the best value to the State.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

Contract 1.0 - DEFINITIONS

1.01 **Business Day:** Means Monday through Friday, excluding State-observed holidays.

1.02 **Business Hours:** Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.03 **Department:** Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.04 **End User(s):** Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 – Technical Requirements**.

1.05 **Events of Default:** Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.06 **Internaional Dialing:** Means a call to or from an End User's handset that originates or terminates outside the United States and Canada.

1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.

1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**, (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.

1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.11 **State:** Means the State of Florida.

1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

2.01 **Initial Term**

The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date , unless sooner terminated in accordance with the provisions herein.

2.02 **Renewal Term**

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 **Termination By the Department for Convenience**

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.04 **Termination By Service Provider for Unforeseen Circumstances**

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.05 Termination for Cause

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate under Florida law.

2.06 Termination for Non-Appropriation

The state of Florida's performance and obligation to pay under this Contract is contingent upon annual appropriation by the Legislature. Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder.

2.07 Transition and Transition Services

Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6**.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

2.08 Contract Documents

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Contract shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

A. Any Amendments to the Contract.

B. Contract and Exhibits 1 - 8.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement.

3.02 Reports

The Service Provider shall provide monitoring tools with reporting functionality, if available, to the Department which monitors the defined SLA service parameters in accordance with **Exhibit 5.**

The reports referenced in **Exhibit 1, Exhibit 2,** and **Exhibit 5** (SLA Matrix) shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties.

3.03 Customer Care Services

Service Provider's technical support resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a technical support desk as set forth in Section 6.03 below.

3.04 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider has no obligations to the End Users or SUNCOM Clients for the resolution of billing and account issues relating to the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

3.05 Right to Deactivation of Unused Accounts

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

3.06 Discounts

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients, employees and retirees. Other terms and conditions of this Agreement do not apply to **Exhibit 7.**

Contract 4.0- PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto.

4.02 Rate Increases

The rates set forth on **Exhibit 3** may not increase prior to January 1, 2014. Beginning January 1, 2014, Service Provider may increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days advance written notice of the exact amount of the price increase; (ii) no more than one price increase may be made in any twelve (12) month period; and (iii) the price increase may not exceed the most recent annual percentage increase in Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, South Region (using the most recent twelve months of Labor Department statistics available at the time the notice was given). No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, Service Provider shall not enable International Dialing ("IDIAL") on End Users handsets. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates, including toll charges. See definition for "International Dialing."

4.04 Metering of Calls

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or within one second after the End User presses the "END" key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time.

4.05 Metering of Data Usage

Service Provider monitors all data sent to and from the device which can include, Header, Payload, ICMP and retransmitted packets. Billable data is determined by data mediation which accounts for the specifics of the End Users rate plan. Data can be billed in kbps, mbps and Gbps depending on the End User specific rate plan. Billing will round up to the next kbps, mbps or Gbps specific to the End User rate plan. Branded/Package/Premium services may include unlimited usage for specific data use in which byte counts for the allowed unlimited data would be removed from the total byte count during data mediation.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client's Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**) unless the Service Account's utilization cost exceeds the Minimum Monthly Fee's amount**.**

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

SUNCOM Clients and End Users shall be responsible for obtaining the equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such equipment.

5.02 Network Compatibility

Pursuant to this Agreement, Service Provider agrees to offer equipment (including accessories) to SUNCOM Clients on the following basis:

(i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida.

(ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).

(iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.

(iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

orders be placed through a designated account executive or toll-free number).

(v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.

(vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.

(vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.03 Equipment Lists and Catalogs

The parties will cooperate in updating the equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e., prior to the effective date) of any equipment included in the lists and catalogs which will be discontinued.

5.04 Reports of End User Equipment

To Be Provided To The Department. Service Provider will provide the Department with monthly reports as described in **Exhibit 2 – Business Process and Operation**.

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 – Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

6.02 Weekly Conference Calls

Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

6.03 Helpdesk

To address issues relating to the Service or this Agreement that are beyond the expertise of Service Provider's standard customer care resources, Service Provider shall provide a centralized trouble reporting and maintenance system ("HelpDesk) for use by the Department and SUNCOM Clients.

6.04 Escalation Requirements

Service Provider's escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in Service Provider's escalation chain.

6.05 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6.0 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

A. Contract Administrator

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Contract, and will serve as the liaison with the Contractor's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM
Purchasing Analyst
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 380.9z
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

B. Contract Manager

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Contractor to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162
E-mail: jonathan.rakestraw@dms.myflorida.com

C. SUNCOM Product Manager

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 125J
Tallahassee, Florida 32399-0950
Telephone: (850) 413-0319
E-mail: raghib.qureshi@dms.myflorida.com

Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2** (Business Operations) attached to this Agreement.

7.02 Payment of Charges

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

7.03 Transaction Fee

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT'S VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

7.04 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Service Provider or for any taxes levied on employees' wages.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation**, Section 5.07.7, attached to this Agreement and to pursuant to Section 215.422, Florida Statutes and Rule 60FF-2 Florida Administrative code.

7.06 Proration of Charges

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

7.07 Charges Resulting from Lost or Stolen Devices

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable.

7.08 Right of Offset

The Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

8.02 Responsibility for Actions or Omissions

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

8.03 Responsibility for Agents

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

8.04 No Rights to Service Provider's Facilities or Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

8.05 Notice to End Users and SUNCOM Clients

The parties will cooperate in advising each End User and SUNCOM Client of the following:

(i) The availability of the Service is not assured at all times or places;
(ii) The privacy of the Service is not assured at all times or places;
(iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
(iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website.

8.06 Protection of Service Provider Marks

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

8.07 Customer Choice

Pursuant to chapter 287, Florida Statutes, the Department engaged in a lengthy competitive bidding process to determine which solution offered the best value to the State of Florida. At the conclusion of the competitive bidding process, Verizon Wireless received the highest ranking on both the price and technical components of the ITN. See **Exhibit 8**. Pursuant to this Agreement, agencies are permitted to choose between the three vendors on the Agreement when making mobile communication purchases. However, agencies should follow their best practices in making the purchase decision, incorporating objective factors that include, but are not limited to, price, quality, design and workmanship.

8.08 Monitoring of Discretionary User Utilization

The Department shall monitor, on a quarterly basis, cumulative utilization of all the agreements resulting from the ITN by all users other than State Agencies (generally referred to as Discretionary Users). Service Provider shall make a good faith effort to promote the services as prescribed in the ITN. However, if utilization of all the agreements resulting from the ITN by Discretionary Users decreases by 10% or more cumulatively as verified by a joint study, the Department shall consider revising this Agreement to prevent the loss of Discretionary Users.

Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature.

9.02 Planned Outages

The Service Provider, over the wireless network, shall send a popup, text message, or other type communication which informs the end customer of the anticipated outage including date, time, and duration.

9.03 Unforeseen Outages

A notification mechanism shall send a notification to the Department communicating the wireless services may not be available in a generalized area with an estimated time for service restoration.

9.04 Department Test Accounts

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

9.05 SUNCOM Client Testing and Evaluation

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment, including airtime, for the purposes of testing and evaluation at no additional cost.

9.06 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

9.07 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

9.08 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the

person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

9.09 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to terminate such Service to the End User immediately. In those instances, the Department shall have no liability for abuse or fraudulent use charges incurred after Service Provider's suspicion occurred. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of termination of Service.

10.02 Minimize Abuse

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

10.03 Suspected Abuse or Fraudulent

If Service Provider gives the Department notice of suspected abuse or fraudulent use prior to termination of Service, the Department shall be liable for all abuse or fraudulent charges, costs or damages incurred more than twenty-four (24) hours (or such shorter period as Service Provider specified) after Service Provider provides such notice, unless the Department has instructed Service Provider in writing to terminate Service within twenty-four (24) hours (or such shorter period as Service Provider specifies) of receiving Service Provider notice.

10.04 Fraudulent Use of Services

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section 2.05.

10.05 Damages Resulting From Any Unauthorized Use

Any charges, costs or damages resulting from any unauthorized use of Service that were not caused by the actions or inactions of the Department, or an End User shall be the liability of Service Provider.

10.06 Interrupt or Terminate Service

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

Contract 11.0 - NO WARRANTIES

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE RELATING WHATSOEVER TO THE SERVICE, SOFTWARE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

Contract 12.0 - LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE

GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO $1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.10 (COMPLIANCE WITH LAWS) OR 15.11 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 <u>Indemnification</u>

Service Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to the a breach of this Agreement by Service Provider. However, the foregoing shall not apply for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, a SUNCOM Client or an End User.

13.02 <u>Conditions to Indemnification</u>

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at Service Provider's sole expense, and (iii) reasonable assistance in defending the action at Service Provider's sole expense. Service Provider shall not be liable for any settlement or compromise made by the State, the Department, a SUNCOM Client or any End User in any legal action without Service Provider's prior written consent, which shall not be unreasonably withheld.

Contract 14.0 - DISPUTES

Any dispute concerning performance of the Agreement, except for billing disputes, shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida. In any such action, Florida law shall apply and the parties waive any right to jury trial.

Contract 15.0 – MISCELLANEOUS

15.01 Scrutinized Companies Lists

In executing this contract, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Service Provider agrees the Department may immediately terminate this contract for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

15.02 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

15.03 Waiver

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

15.04 Public Records

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

15.05 Contractual Obligations

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

15.06 No Subcontracting

The Service Provider may not subcontract any of the Services without the Department's prior written consent. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

15.07 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

(a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.05 above).

If to Service Provider:

Verizon Wireless
Attention: Legal and External Affairs Department
One Verizon Way, VC52S401
Basking Ridge, NJ 07920-1097

with a copy to:
Verizon Wireless
Attention: Area General Counsel
One Verizon Place
Alpharetta, GA 30004

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

15.08 <u>Force Majeure</u>

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or Contractors if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

15.09 <u>Ethical Responsibilities</u>

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing. Notwithstanding, the Department shall meet the requirements of Chapter 112, Florida Statutes where applicable.

15.10 <u>Compliance With Laws</u>

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies

having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes

15.11 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence, or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence, or willful misconduct, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A..

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph A. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

In recognition of the lead time required to apply for E-Rate funding, existing E-Rate clients shall be entitled to continue utilizing the previous agreements as incorporated into this Agreement as **Exhibit 6**, currently in effect between the State of Florida and Service Provider until the end of the 2012-2013 E-Rate funding year, in the event the parties mutually agree that E-Rate funding is determined by the parties to be in jeopardy.

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and

regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of **Exhibit 2 – Business Process and Operation.**

15.12 Advertising

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

15.13 Assignment

No rights or obligations hereunder shall be assigned or delegated, in whole or in part, by either party to any other person, firm, corporation, or other entity without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Service Provider may assign this Agreement to an entity to whom the outstanding common stock or substantially all the assets of Service Provider are transferred after first receiving FCC and other necessary governmental approvals. For purposes of this provision, any change in the ultimate control of a party, by stock sale, merger, consolidation, or any other means, shall constitute an assignment subject to the consent requirements hereof.

15.14 Employees, Subcontractors, and Agents

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. As required by law, the State may conduct, and Service Provider shall not impede, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

15.15 Governmental Restrictions

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

15.16 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

15.17 Warranty of Ability to Perform

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. The Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

15.18 Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2 – Business Process and Operations** and no early cancellation fees shall apply.

15.19 *FHP and Associated or Similar Number

Service Provider will allow the Department, SUNCOM Clients, and its End Users in Florida to dial *FHP and other associated or similar numbers at no additional charge.

15.20 **Successors and Assigns**
This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

15.21 **Execution in Counterparts**
The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.22 **Severability**
If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused *this Agreement* to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

John P. Miles, Secretary

January 20, 2012
Date

Approved as to form and legality by the Department's Office of the General Counsel

1-20-2012
Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS SOLE MEMBER D/B/A VERIZON WIRELESS

Todd Lucciano, Executive Director
Enterprise & Government

Date

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DEPARTMENT OF MANAGEMENT SERVICES

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Date

Date

VERIZON WIRESLESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS SOLE MEMBER D/B/A VERIZON WIRELESS

Todd Loccisano, Executive Director
Enterprise & Government

20-JAN-2012

Date

Verizon Wireless Price Sheet
State of Florida DMS-10/11-008C

STATE OF FLORIDA CUSTOM PER UNIT PLANS AND FEATURES

Custom State of Florida Nationwide Voice Per Minute Calling Plan				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
200 Text/Picture/Video Message Option 200 Mobile to Mobile Minutes		No Domestic Roaming or Long Distance Charges 200 Night and Weekend Minutes		
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime Voice Allowance Minutes Per Month	Domestic Anytime Voice Minutes Per Month	Voice Per Minute Rate
1.19*a through 1.23a*	$0.00	0	2,784,000 - 4,075,999	$0.049
Text, Picture & Video Messaging		Per the applicable Custom State of Florida SMS/MMS Per Message Feature rate		
Domestic Data Sent or Received		$1.99 per MB or per Data Package		

Notes: Conventional and Smartphone Devices Only. Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. Must request SMS and/or MMS option to receive 200 included Text/Picture/Video messages option. PTT service requires; PTT feature, PTT enabled device, and PTT coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida Contract DMS-10/11-008c effective January 20, 2013, as amended. You may contact your local Verizon Government Sales representative for additional information. Copyright 2015.

Custom State of Florida Nationwide Mobile Broadband Machine to Machine (M2M) Per Megabyte Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for Telemetry (M2M) devices only — This plan may NOT be used for email

SOFL Plan Number	Machine to Machine (M2M) Monthly Access Charge Per Line	Domestic Megabytes (MB) Allowance Per Month	Domestic Megabytes (MB) Per Month	Data Per Megabyte Rate
2.1*a*	$0.00	0	1 - 999,999	$0.099
National Access Roaming per KB	$0.002 (Canada) $0.005 (Mexico)			

Notes: Current coverage details can be found at www.verizonwireless.com**.** See attached Plan and Feature Details for important information about calling plans, features and options. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida Contract DMS-10/11-008c effective January 20, 2013, as amended. You may contact your local Verizon Government Sales representative for additional information. Copyright 2015.

Custom State of Florida Nationwide Push to Talk (PTT) Per Line Calling Plan and Feature

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Tier Domestic Anytime PTT Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			Conventional (Basic) Device Plan	Smartphone Device Feature
2B.1 *through* 2B.18	$10.00	1 - 8,999	0	Per selected voice calling plan requirements
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			

PTT service requires PTT enabled device and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida Nationwide Push to Talk (PTT) Per Line Calling Plan or Feature (INTEROPERABILITY)

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime PTT Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
2B.1 *through* 2B.18	$10.00	1 - 8,999	As a plan: 0	As a feature: Per the voice calling plan
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			

PTT service requires PTT enabled device and coverage. PTT Interoperability requires an Interoperability Gateway, PTT enabled device, and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida Contract DMS-10/11-008c effective January 20, 2013, as amended. You may contact your local Verizon Government Sales representative for additional information. Copyright 2015.

Custom State of Florida SMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS (Text Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3.1 *through* 3.13	$0.00	0	1 - 450,999	$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida MMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

MMS (Picture and Video Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per MMS Message Rate (Sent/Received)
3.1 *through* 3.25	$0.00	0	1 - 1,608,999	$0.05

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida SMS Broadcast Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS Broadcast (Text) Messaging				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3B.1 through 3B.25	$0.00	0	1 – 130,999	$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

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WIRELESS VOICE

Custom State of Florida Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Unlimited Night & Weekend Minutes			Unlimited Push-to-Talk	
SOFL Plan Number	Domestic Anytime Minutes	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.1a	250	$20.60	$0.041	$0.103
6.4a	600	$30.90	$0.041	$0.103
Data Sent or Received		$1.99 per MB or per Data Package		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT service requires PTT enabled device and coverage

Custom State of Florida Unlimited Voice Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

No Domestic Long Distance Charges			Unlimited Push-to-Talk	
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.6a	Unlimited	$41.20	N/A	$0.103 (includes PTT)
Data Sent or Received		$1.99 per MB or per Data Package		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT service requires PTT enabled device and coverage.

Custom State of Florida Nationwide Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges			Unlimited Night & Weekend Minutes Unlimited Push-to-Talk	
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.1a	250	$25.75	$0.052	$0.69
6.4a	600	$36.05	$0.052	$0.69
Data Sent or Received		$1.99 per MB or per Data Package		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT service requires PTT enabled device and coverage.

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Custom State of Florida Unlimited Nationwide Voice Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

No Domestic Roaming or Long Distance Charges			Unlimited Push-to-Talk	
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.6a	Unlimited	$51.50	N/A	$0.69 (includes PTT)
Data Sent or Received		$1.99 per MB or per Data Package		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT service requires PTT enabled device and coverage.

Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices					
SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	Domestic Tethering Allowance	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage.

Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan (Hotspot)

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices					
SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	4G Domestic Hotspot/Tethering	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage.

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WIRELESS DATA

Custom State of Florida Aircard Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for modem devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text Messaging
6.1b	$20.60	500MB	$0.00849per MB	Included
6.2b	$25.75	1,000MB		
6.3b	$30.90	2,000MB		
6.4b	$36.05	Unlimited	N/A	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage.

Custom State of Florida Smartphone Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for Smartphone devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging
6.6b	$15.45	500MB	$0.00849 per MB	Included*
6.7b	$20.60	1,000MB		
Exhibit 6B	$23.69	2,000MB		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans.

Custom State of Florida Smartphone Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for Smartphone devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.8b	$32.96	Unlimited	N/A	Included*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

Custom State of Florida BlackBerry Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS Messaging
6.10b	$15.45	500MB	$0.00849per MB	Included*
6.11b	$20.60	1,000MB		
Exhibit 6B	$23.69	2,000MB		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

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Custom State of Florida BlackBerry Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.12b	$32.96	Unlimited	N/A	Included*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

Custom State of Florida Tablet/iPad Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for Tablet/iPad devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate
6.13b	$20.60	500MB	$0.00849 per MB
6.14b	$25.75	1,000MB	
6.15b	$30.90	2,000MB	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage.

Custom State of Florida Tablet/iPad Unlimited Data Plans

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for Tablet/iPad devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate
6.16b	$36.05	Unlimited	N/A

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage.

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Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90237)	$59.99 (90240)	$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		
NationalAccess Roaming	$0.002 per Kilobyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing**: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Custom State of Florida Mobile Broadband Connect Feature

The calling feature below reflects the monthly access charge discount. No additional discounts apply.

With a Mobile Broadband Connect capable Smartphone/BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Per Minute Rate and Long distance
6.1f	$10.00	Unlimited	Per the Voice Plan

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about plans, features and options. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. Feature may only be added onto an eligible plan coupled with a Custom State of Florida Smartphone or BlackBerry Data Feature Package (SOFL Plans 6.6b, 6.7b, 6.10b, 6.11b and Exhibit 6B). Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance.

Custom State of Florida Nationwide Wireless PDA/BlackBerry Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for PDA/BlackBerry devices only

Monthly Access Charge Per Line	Domestic Data Allowance	Nationwide Calling Rate	Unlimited Mobile to Mobile, Nights and Weekends, Text, Picture and Video Messaging
$36.05	Unlimited	$0.052 per minute	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage.

Custom State of Florida Nationwide Wireless PDA/BlackBerry Data Plan with MHS

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for PDA/BlackBerry devices only

Monthly Access Charge Per Line	Domestic Data Allowance with Mobile Hot Spot (MHS)	Nationwide Calling Rate	Unlimited Mobile to Mobile, Nights and Weekends, Text, Picture and Video Messaging
$35.99	Unlimited	$0.052 per minute	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage.

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Custom State of Florida Telemetry (Machine to Machine "M2M") Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for Telemetry (M2M) devices only

SOFL Plan Number	Monthly Access Charge Per Line	Share Tier	Domestic Data Allowance	Overage Rate	Share Minutes Rate
6.17b	$5.00	1	1MB	$2.50 per MB	Included Tier 1
6.21b	$7.00	1	5MB		
6.23b	$15.00	1	100MB		
6.24b	$20.00	2	500MB		$10.00 per line Tier 2

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current coverage details can be found at www.verizonwireless.com. Overage Rate applies after allowance. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). 4G service requires 4G equipment and 4G coverage. Customer must maintain a minimum of 5 lines on the Machine to Machine plans in order to share data. Sharing among M2M lines is available only among lines active on plans in the same sharing tier. Each sharing Line's unused KBs will pass to other sharing Lines that have exceeded their data allowance, during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines.

Machine to Machine Wireless Backup Router Plan

This Plan is NOT eligible for Monthly Access Fee Discounts.

Monthly Access	Data Allowance	Overage Rate
$10.00	25 MB	$10.00 per GB

Note: This plan is restricted to Verizon Wireless network use only; domestic and international roaming not available. Current data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. Customer must maintain a minimum of five (5) active M2M Lines to be eligible for this plan. Customer must provide its own Equipment, approved for use on the Verizon Wireless network, when activating service on this plan. Not all wireless routers can be provisioned on this plan.

This plan is approved for use as a backup solution for business continuity only and may not be used for primary connectivity. Verizon Wireless reserves the right to migrate lines on this plan to the standard 5 GB M2M Plan if usage on a line provisioned on this plan exceeds one GB for three consecutive bill cycles.

Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90231)	$59.99 (90234)	$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		
NationalAccess Roaming	$0.002 per Kilobyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing**: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

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GLOBAL SERVICES

Global Email Data Plan and Feature.			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
	As a feature added to an eligible Calling Plan††	As a Stand-Alone Data Plan	Pay as you Go
Monthly Access Charge	$59.99	$64.99	n/a
	Monthly Data Allowance		
United States	Unlimited for e-mail		n/a
Canada			$0.002 per KB or $2.05 per MB
Mexico			$0.005 per KB or $5.12 per MB
Rest of the World			$0.02 per KB or $20.48 per MB
	Voice Usage		
Domestic Voice†††	Per the voice calling plan	25¢ per minute for calls within Nationwide Rate and Coverage Area	Per the voice calling plan
International Voice	Global Phone, and CDMA roaming rates for calls made while traveling internationally		
Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. †Requires Nationwide Email Plan. No Line Term extension required. ††Optional Features may be added onto an eligible calling plan with a monthly access fee of $20.00 or higher. †††Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. A data plan or feature is always required to use a BlackBerry device. These plans are not eligible for discounts on month to month activations.			

GlobalAccess Data Plan Global PC Card			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
	As a Stand-Alone Calling Plan		Pay-Per-Use Plan
Monthly Access Charge	$119.59	$ 202.39	n/a
	Monthly Data Allowance and Overage		
United States	5 GB (5,120MB) ($0.05/ MB after allowance)	5 GB (5,120MB) ($0.05/ MB after allowance)	Must subscribe to a domestic Mobile Broadband Plan.
Canada			0 MB - $0.002 per KB or $2.05 per MB
Mexico and Select Destinations	100 MB* ($0.005/KB or $5.12/MB after allowance)	200 MB* ($0.005/KB or $5.12/MB after allowance)	0 MB - $0.005 per KB or $5.12 per MB
Rest of the World	0 MB ($0.02/KB or $20.48/MB)	0 MB ($0.02/KB or $20.48/MB)	0 MB - $0.02/KB or $20.48 per MB
Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. * Includes Mobile Broadband plan. Total allowance for all applicable destinations. These plans are not eligible for discounts on month to month activations.			

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GlobalAccess Connect Feature

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

	GlobalAccess Connect Feature	
Monthly Access Charge	$59.80	$142.60
International Data Allowance	100 MB (in select countries)	200 MB (in select countries)
Overage (Select Countries)	$0.005/KB (or $5.12/MB)	
Overage (Rest of the World)	$0.02/KB (or $20.48/MB)	
United States and Canada Data Allowance	5GB	5GB
Overage (U.S., U.S. Virgin Islands, Puerto Rico)	$0.05/MB	
Overage (Canada)	$0.002/KB	
Global Data Roaming Rate - Canada	$0.002/KB (or $2.05MB)	
Global Data Roaming Rate – Mexico	$0.005/KB (or $5.12MB)	
Global Data Roaming Rate – Other Available Countries*	$0.02/KB (or $20.48/MB)	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. A GlobalAccess Connect – capable handset is required. GlobalAccess Connect activation for all customers requires subscription to either the Nationwide Voice and GlobalEmail Plan, or the Nationwide Voice and GlobalEmail Feature. A VZAccess Manager Software or a software update may be required. *Current rates, equipment and software information can be found at www.verizonwireless.com/goglobal.

Global Data Feature

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Monthly Access Charge	Data Allowance	Overage Rate per MB (Global Data Plan Countries)	Overage Rate per KB (non-Global Data Plan Countries)
$23.00	100 MB	$25.00 per each additional 100 MB used	$0.02 per KB ($20.48/MB)

Notes: Current coverage details and list of Global Data Plan countries can be found at www.verizonwireless.com/global. See Plan and Feature Details Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. . Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally The majority of your monthly usage must be in the United.States. All data usage, including tethering and hotspot, deducts from the same data allowance. Overage Rate applies after allowance.

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ADDITIONAL WIRELESS FEATURES

Custom State of Florida SMS/MMS Messaging Features			
The calling features below reflect the monthly access charge discount. No additional discounts apply.			
Text, Picture or Video Messaging for Conventional (Basic) and Smartphone devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Message Allowance	Overage Rate
6.1c	$2.00	300 messages	$0.05 per message
6.2c	$3.00	500 messages	
6.3c	$7.00	Unlimited	N/A

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Overage Rate applies after allowance. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. **Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes.

Custom State of Florida Field Force Manager Features			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Conventional (Basic) Phone or Smartphone			
	Limited	Basic	Pro*
Monthly Access Charge	$9.99 per user	$20.00 per user	$25.00 per user

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Field Force Manager ("FFM") Features may only be added onto a Custom State of Florida calling plan with a monthly access fee of $20.00 or higher. Data plan required. Requires a minimum 500 MB Data Package for Smartphones. FFM is available on select devices only. *FFM Pro is not available on all devices. If the Block Voice Feature is removed, a per minute rate of $0.25 shall apply for all voice calls. Downloading the FFM application requires approximately 2 MB (megabytes) of data.

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WIRELESS EQUIPMENT

Equipment Pricing (NEW)		
SOFL Device Tier	Device Category	Description
All Tiers	Conventional and/or Push-to-Talk ("PTT")	One (1) voice device at no charge per 20 months/ per line. One (1) PTT device at no charge per 20 months/ per line. Make and model at Verizon Wireless sole discretion, subject to availability.
	All Categories (includes Smartphone)	SOFL Approved Government Equipment Matrix devices. Verizon Wireless Government 10K 2yr matrix pricing only.
Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment becomes eligible for upgrade after 20 months in service.		

Customer Premise Equipment		
Device Category	Description	Discount
Indoor Cellular Signal Amplifier	Currently Network Extender	25% off retail*
Wireless Cellular Router	Device Portfolio (TBD)	25% off retail*
Wireless 4G LTE Modem Device	Make and model at Verizon Wireless sole discretion, subject to availability. Not available on per megabyte plans. Excludes tablets and net books.	One (1) 4GLTE modem device at no charge per line per 20 month period.
Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment purchased through Verizon Wireless becomes eligible for upgrade after 20 months in service. *25% discount applies to the non-discounted, full retail price only of qualifying equipment.		

Accessory Discount
Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories

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Verizon Wireless Calling Plan and Feature Details

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans.

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features	
Call Waiting [1,6]	Three Way Calling [1,6]
Call Forwarding [6]	No Answer/ Busy Transfer [6]
Caller ID [2,6]	Basic Voice Mail [3,6]
411 Connect[sm] [4,6] (Directory Assistance)	Basic TTXT Messaging [5]

[1]Airtime charges apply to all calls simultaneously.

[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

[3]Airtime charges apply to message retrieval.

[4]411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

[5]TXT Messaging offered at the prevailing rate, currently $0.02 per inbound and $0.10 per outbound message per address. TXT message charges are subject to change.

[6]Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to

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Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

***NOTE:** If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and feature details. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 feature details apply and can be found at **www.verizonwireless.com**

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, plan details . Complete feature details for Mobile Web may be found at **www.verizonwireless.com**

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the requirements of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at **www.verizonwireless.com**.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

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Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute and only in "CDMA"mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Ratesand plan details apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail (Mobile Broadband & Data Services)

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on **www.verizonwireless.com**. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit **www.verizonwireless.com**. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited. For the Unlimited Broadband Access plans, should a customer exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be

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used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see **www.verizonwireless.com**.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will

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be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

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7.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Randy Cross, Director of Procurement, on behalf of Procurement and Thomas Good, Director of Public Works, on behalf of Public Works

Temp Reso Number: 5968

Item Description: Temp. Reso. No. 5968, APPROVING THE AWARD OF INVITATION FOR BID NO. 16-002, ENTITLED "MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENTS", TO ARAZOZA BROTHERS CORPORATION, IN AN AMOUNT OF $65,129; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH ARAZOZA BROTHERS CORPORATION. (Procurement Director Randy Cross and Public Works Director Thomas Good)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The Public Works Department is responsible for maintenance and beautification of the City's rights-of-way. The City has approved landscape improvements along Miramar Parkway Berm as part of the Fiscal Year 2014 Capital Improvement Program. The berm and landscaping on the south side of Miramar Parkway between Flamingo Road and Southwest 145th Street is a major thoroughfare within the City and it is important to maintain the aesthetic appearance of this area to create a positive image to residents and visitors. The scope of this project will include replacement of trees, shrubs, mulch and sod to refresh the berm to its original appearance. The Project Manager for this agreement is Anthony Collins, Field Service Manager.

On October 18, 2015, the City advertised Invitation for Bids No. 16-002, entitled "Miramar Parkway Berm Landscape Improvements" ("IFB"), in a newspaper of general circulation and on DemandStar. The City conducted a pre-bid conference and a site visit on October 28, 2015. On November 10, 2015, the closing due date, three bid responses were received and reviewed by the Procurement Department.

City Commission approval is required for the award of the IFB to Arazoza Brothers Corporation as the lowest, responsive and responsible bidder, and to authorize the City Manager to execute an appropriate agreement in the amount of $65,129.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling $65,129 are budgeted in CIP Project Account No. 395-50-801-541-000-606513-52043, entitled "Miramar Parkway Berm-CIP Construction."

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5968**
  - **Exhibit A: Proposed Agreement with Arazoza Brothers Corporation**
- **Attachment(s)**
  - **Attachment 1: Bid Tabulation Sheet**
  - **Attachment 2: Invitation for Bids No. 16-002**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Randy Cross, Procurement Director
Thomas Good, Public Works Director

DATE: December 23, 2015

RE: Temp. Reso. No. 5968, approving the award of Invitation For Bids No. 16-002 to Arazoza Brothers Corporation in an amount of $65,129 for Miramar Parkway berm landscape improvements.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5968, approving the award of Invitiation For Bids No. 16-002, entitled "Miramar Parkway Berm Landscape Improvements" ("IFB"), to Arazoza Brothers Corporation ("Vendor"), in an amount of $65,129.

ISSUE: Pursuant to City Code Section 2-412(a)(1), City Commission approval is required for all expenditures exceeding $50,000 per vendor per fiscal year.

BACKGROUND: The Public Works Department is responsible for maintenance and beautification of the City's rights-of-way. The City has approved landscape improvements along Miramar Parkway Berm as part of the Fiscal Year 2014 Capital Improvement Program, CIP Project No. 52043.

The berm and landscaping on the south side of Miramar Parkway between Flamingo Road and Southwest 145th Street is a major thoroughfare within the City and it is important to maintain the aesthetic appearance of this area to create a positive image to residents and visitors.

The berm is in need of some restorative work to improve the landscaping. The scope of this project will include replacement of trees, shrubs, mulch and sod to refresh the berm to its original appearance. The Project Manager for this agreement is Anthony Collins, Field Service Manager.

On October 18, 2015, the City advertised Invitation for Bids No. 16-002, entitled "Miramar Parkway Berm Landscape Improvements" ("IFB"), in a newspaper of general circulation and on DemandStar. The City conducted a pre-bid conference and a site visit on October 28, 2015. On November 10, 2015, the closing due date, three bid responses were received by the Procurement Department.

The bids were reviewed and tabulated based on the mimimum qualifications specified in the IFB, such as submission of licenses, certificates and references. The Vendor was the lowest responsive and responsible bidder and is a qualified State of Florida Minority, Women Owned and Florida Veteran Business.

Funding for purchase of these services is budgeted in the Capital Improvement Program Project Account 395-50-801-541-000-606510-52043 entitled "Miramar Parkway Berm Restoration-CIP Construction".

Temp. Reso. No. 5968
12/23/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 16-002, ENTITLED "MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENTS", TO ARAZOZA BROTHERS CORPORATION, IN AN AMOUNT OF $65,129; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH ARAZOZA BROTHERS CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the berm and landscaping on the south side of Miramar Parkway between Flamingo Road and Southwest 145th Street is a major thoroughfare within the City and it is important to maintain an aesthetic appearance to residents and visitors; and

WHEREAS, the City of Miramar has approved landscape improvements along Miramar Parkway Berm as part of the Fiscal Year 2014 Capital Improvement Program; and

WHEREAS, on October 18, 2015, Invitation for Bids No. 16-002, entitled "Miramar Parkway Berm Landscape Improvement Project" ("IFB"), was advertised in a newspaper of general circulation and on DemandStar; and

WHEREAS, the City conducted a pre-bid conference and site visit on October 28, 2015, and

WHEREAS, three bids were received as of the due date of November 10, 2015 and have been reviewed by the Procurement Department; and

WHEREAS, the City Manager recommends that the City Commission award the IFB in the amount of $65,129 to Arazoza Brothers Corporation as the lowest responsive and responsible bidder for the IFB; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB to Arazoza Brothers Corporation, and to authorize the City Manager to execute an appropriate agreement in the amount of $65,129.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of Invitation for Bids No. 16-002, entitled "Miramar Parkway Berm Landscape Improvement Project", to Arazoza Brothers Corporation.

Section 3: That the City Manager is authorized to execute an agreement in the amount of $65,129 with Arazoza Brothers Corporation in the form attached hereto as Exhibit "A", together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Temp. Reso. No. 5968
12/23/15
1/18/16

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA

AND

ARAZOZA BROTHERS CORPORATION

FOR CONSTRUCTION OF THE MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENT PROJECT

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Arazoza Brothers Corporation (the "Contractor"), a Florida corporation, whose address is PO Box 924890, Homestead, Florida 33092.

WITNESSETH:

WHEREAS, on October 18, 2015, the City issued Invitation for Bids No. 16-002 (the "IFB") for the construction of the **Miramar Parkway Berm Landscape Improvement Project** (the "Work", "Project" or "Services"); and

WHEREAS, on January 27, 2016, the City Commission adopted Resolution No. _____, approving the award of the IFB to the Contractor as the lowest responsive, responsible Bidder; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB attached hereto and all terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions attached hereto and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the Contract Documents entitled: "**Miramar Parkway Berm Landscape Improvement Project**". The Work includes but is not limited to the installation of the plant material listed on the Attachment 1 – Plant List on Miramar Parkway south berm between 141 Avenue to 125 Avenue. The City is desirous of restoring plant landscape material and sod to the berm in order to improve the esthetics and overall appearance, while utilizing the attached original Drawings and Specifications provided.

ARTICLE 3
CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within ten (10) Days of the commencement date. The Work shall be Substantially Complete within 60 calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 90 calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that

it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

4.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;

B. Is experienced in all aspects of the Work required for projects similar to the Project;

C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5
TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in

proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City $1,000.00 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and $500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7
CONTRACT PRICE

City shall pay Contractor Sixty-Five Thousand, One Hundred and Twenty Eight dollars and Seventy-Five cents $(65,128.75) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8
PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9
INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the

Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;

C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects,

attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of $100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

ARTICLE 10
TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;

B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;

C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;

D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;

E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or

F. Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 days from the date of the City's written notice of its intent to terminate this

Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance that would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance that would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12
ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 13
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 14
AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

14.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor

under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

14.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 15
AWARD OF AGREEMENT

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 16
PUBLIC RECORDS

16.1 Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by

Law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law.

16.2 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by or in the possession or control of Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven Days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. 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.

ARTICLE 17
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

17.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this

Agreement, it being understood that such data or information are works made for hire and the property of the City.

17.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 18
CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor**,** and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 19
INSURANCE

Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
  $1,000,000 each occurrence, $2,000,000 general aggregate;
- Products and Complete Operations Aggregate, $2,000,000;
- Personal Injury and Advertising Injury, $1,000,000;
- Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence;
- Property Damage, $500,000 each occurrence or combined single limit of

$1,000,000 each occurrence;

- Automobile Liability, $1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability, $1,000,000 each accident, $1,000,000 each employee for injury by disease, $1,000,000 aggregate for injury by disease.

The City shall be named as additional insured on the general liability certificates and endorsements with waiver of subrogation in its favor. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 20
INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 21
REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 22
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race,

age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 23
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 25
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 26
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the

party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 27
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Albert Arazoza,

President
PO Box 924890
Homestead, FL 33092

Telephone:305-246-3223
Fax: 305-246-0481

TO THE CITY OF MIRAMAR:

ATTN: Kathleen Woods Richardson, City Manager

CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 28
CITY'S OWN FORCES

28.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

28.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 29
LIMITATION OF LIABILITY

29.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on 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 fee paid to Contractor herein, less any sums paid by the City. Contractor expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

29.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by 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 the City's liability as set forth in Section §768.28, Florida Statutes.

29.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 30
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 31
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, 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.

ARTICLE 32
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one year warranty period, Contractor will formally assign to the City all extended and special warranties

given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 33
DISPUTE RESOLUTION

Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

ARTICLE 34
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35
SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to

conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 36
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

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

CITY OF MIRAMAR:

By: _____
City Manager
Kathleen Woods-Richardson

This _____day of_____, 2016.

ATTEST:

_____
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

CONTRACTOR:

By:_____

_____

Date:_____

_____
Corporate Seal

ATTACHMENT 1

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

IFB 16-002

Miramar Parkway Berm Landscape Improvement Project

Company Name	IFB
Arazoza Brothers	$ 65,128.75
Landscape Service Professionals	$ 91,195.00
Weekley Asphalt	$ 74,497.00

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Opened by: _____

ATTACHMENT 2

CITY OF MIRAMAR

MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENT PROJECT

INVITATION FOR BIDS NO. 16-002

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

The City of Miramar Commission:

Wayne M. Messam	**Mayor**
Darline B. Riggs	**Vice Mayor**
Yvette Colbourne	**Commissioner**
Winston F. Barnes	**Commissioner**
Maxwell B. Chambers	**Commissioner**
Kathleen Woods-Richardson	**City Manager**

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: October 18, 2015
DATE OPENS: November 10, 2015 at 2:00 P.M.

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END OF SECTION

Attachment 1 - Miramar Parkway Berm Plant List

Attachment 2 – Original Landscaping Plans

END OF SECTION

SECTION 00100 – PUBLIC NOTICE INVITING BIDS

CITY OF MIRAMAR
MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENT PROJECT

INVITATION FOR BIDS NO: 16-002

RECEIPT OF BIDS: Sealed Bids will be received at the Office of the City Clerk of the City of Miramar, located at 2300 Civic Center Place, Miramar, Florida 33025, until 2:00 P.M. November 10, 2015.

OPENING OF BIDS: Immediately after the Due Date and Time for receipt of Bids, the sealed Bids will be publicly opened and read.

DESCRIPTION OF WORK: The Work includes but is not limited to the installation of the plant material listed on the Attachment 1 – Plant List on Miramar Parkway south berm between 141 Avenue to 125 Avenue. The City is desirous of restoring plant landscape material and sod to the berm in order to improve the aesthetics and overall appearance, while utilizing the attached original drawings and specifications (Attachment 2) provided.

The Successful Bidder shall provide all labor, Materials, machinery, tools and equipment required to perform the following Scope of Services:

- Provide for maintenance of traffic
- Plant all trees, palms, shrubs and sod according to planting details
- Location of all trees, palms, shrubs and sod will be located in the field by City of Miramar prior to commencement of Work
- Quantities of plants are not guaranteed and are subject to change based on City of Miramar budget; and
- Contractor responsible for repairs and restoration to any damage to City property.

PRE-BID CONFERENCE: The City will hold a non-mandatory pre-bid conference in the Public Works Department Conference Room, located at 13900 Pembroke Road, 2nd Floor, Miramar, Florida 33025 on October 28, 2015 at 10:30 A.M.

PROJECT ADMINISTRATION: All questions shall be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025; 954-602-3121, no later than October 7, 2015 at 4:00 P.M.; email address: aayum@miramarfl.gov.

COMPLETION OF WORK: The Work shall be substantially completed within 60 calendar Days after the issuance of a Notice to Proceed ("NTP") and completed for full acceptance within 90 calendar Days after issuance of the NTP.

SOLICITATION DOCUMENTS: The Contract Documents are entitled "**Miramar Parkway Berm**

Landscape Improvement Project, Invitation for Bid No. 16-002." The Contract Documents may be obtained at no charge from DemandStar.com.

BID SECURITY: Bids shall be accompanied by a certified or cashier's check, or Bid Bond, in the amount of five percent of the Total Bid Price, payable to the City of Miramar, Florida, as a guarantee that the Bidder, upon acceptance, will promptly execute the Agreement and complete the Work in accordance with the Contract Documents and the Total Bid Price stated in its Bid submittal. Bids shall not be considered unless one of the previously stated forms of Bidder's security is enclosed with the Bid.

SOLICITATION TIMETABLE:
The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB Advertised	October 18, 2015
Pre-bid conference held in the Public Works Conference Room, 2nd Floor, 13900 Pembroke Road, Miramar, Florida	October 28, at 10:30 A.M.
Deadline for written questions	November 2, 2015 at 4:00 P.M.
Due Date and Time for Bids	November 10, 2015 at 2:00 P.M.

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all Bids, to waive any informality in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder and as deemed in the best interest of the City.

IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO THE CITY OF MIRAMAR, OFFICE OF THE CITY CLERK, ON OR BEFORE:

BIDS DUE: November 10, 2015 AT 2:00 P.M.

INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS

1. All Bids must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing. The original document package must not be bound, but the document package copies should be individually bound.

2. Bidders must submit one unbound, one-sided original, and one two-sided bound copy **(**for **a total of two) and one CD or USB containing an electronic version** of the complete Bid to the City of Miramar ("City") by the Bid Due Date and Time.

3. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.

4. The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.

5. The original and all copies of the Bid must be packaged in an envelope or container and submitted to the City at the following address:

OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

6. Bidders must include the following information clearly marked on the face of the envelope or container:

   a) Bidder's name, return address and telephone number;
   b) Solicitation number;
   c) The Solicitation Due Date and Time; and
   d) Title of the Solicitation.

7. Hand-carried Bids may be delivered during the City's regular business hours, Mondays through Thursdays, excluding holidays observed by the City, but not beyond the Due

Date and Time.

8. Bids submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall contain the information stated in paragraph 6 above.

9. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required, previously stated information appears on the outer package or envelope used by such service.

BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL NOT BE CONSIDERED.

THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUESTED SERVICES AND/OR PROVIDE THE REQUIRED GOODS, AT THE STATED PRICE. NO RESPONSE BY THE CITY, HOWEVER, SHALL BE CONSIDERED AN ACCEPTANCE UNLESS AND UNTIL A CONTRACT IS EXECUTED BY THE SUCCESSFUL BIDDER AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF APPLICABLE. BIDS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS FROM THE DUE DATE AND TIME.

END OF SECTION

SECTION 00200 - GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in this Invitation for Bids or attached or related documents, including exhibits, the following terms have the meanings indicated:

The term “Addenda” shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term “Application for Payment” shall mean the form furnished by the Engineer that is to be used by the Contractor to request progress or final payment, and includes such supporting documentation as is required by the Contract Documents.

The term "Bid" shall mean any offer or bid submitted in response to this Invitation for Bids.

The term “Bidder” shall mean anyone submitting a Bid in response to this Invitation for Bids.

The term “Bonds” shall mean the Bid, performance, and payment bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform.

The term “Change Order” shall mean a document which is signed by the Contractor and the City and authorizes an adjustment in the Work, Contract Price and/or Contract Time.

The term “City” shall mean the City of Miramar, Florida, or its City Commission, as applicable.

The term “City Commission” shall mean the governing and legislative body of the City.

The term “City Manager” shall mean the Chief Administrative Officer of the City.

The term “Construction Change Directive” shall mean a written order prepared by the Engineer and signed by the City directing a change in the Work, the Contract Time and/or Contract Price.

The term “Consultant” shall mean the Architect or Engineer of record or other Consultant engaged by the City.

The term “Contract Documents” shall mean the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), information required of Bidder, Bid Bond, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Special Conditions(if any), Technical Specifications, Drawings, and all Addenda and Change Orders.

The term “Contract” shall mean the Agreement inclusive of all documents that may result from this Invitation for Bids.

The term “Contract Price” shall mean the original amount established in the Bid submittal and award by the City, as may be amended by Change Order.

The term “Contract Time” shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term “Contractor” shall mean the Successful Bidder with whom the City has entered into the Contract.

The terms “CBE” or “SBE” Firm is defined as a Small Business Enterprise (“SBE”) or a County Business Enterprise (“CBE”) which has a Broward County Business Tax Receipt, is located and doing Business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term “Day” shall mean a calendar day of 24 hours measured from midnight to 11:59 P.M.

The term “Defective Work” shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term “Drawings” shall mean the drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work and which have been prepared by the City or City’s Consultant and are referred to in the Contract Documents. Shop Drawings are not drawings.

The term “Due Date and Time” shall mean the due date and time listed in the Solicitation.

The term “Effective Date of the Agreement” shall mean the date on which the Agreement becomes effective, as indicated in the Agreement. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The terms “Engineer”, “Architect” or “Architect/Engineer” shall mean the City’s engineer or architect.

The term “Field Order” shall mean a written order that orders minor changes in the Work, but that does not involve a change in the Contract Price or Contract Time.

The term “Final Completion” shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied, any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Contractor have been received by the City, and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term “Force Majeure” shall mean an act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, blockage or insurrection, riot, civil disturbance, or act of terrorism.

The term “General Requirements” shall mean Division 1 of the Technical Specifications.

The term “Goods” shall mean all Materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The term “Inspector” shall mean an authorized representative of the Consultant or the City assigned to make necessary inspections of Materials furnished by the Successful Bidder and of the Work performed by the Successful Bidder.

The terms “Invitation for Bids”, “IFB”, or “Solicitation” shall mean this Invitation for Bids, including all Exhibits and Attachments as approved by the City and amendments or Addenda issued by the Procurement Department.

The terms “Laws and Regulations”, or “Laws” or “ Regulations” shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term “Local Business” shall refer to a firm that is domiciled and doing business within the City of Miramar City limits and complies with all City of Miramar licensing requirements, and is current on all City taxes.

The term “Materials” shall mean materials incorporated in this Project, or used or consumed in the performance of the Work.

The term “Notice of Intent to Award” shall mean the written notice by the City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent within the time specified, the City may enter into a Contract.

The term “Notice to Proceed” shall mean any written notice issued by the City to the Successful Bidder authorizing the Successful Bidder to proceed with the Work.

The term “Partial Utilization” shall mean placing a portion of the Work in Service for the purpose for which it is intended prior to Substantial Completion.

The term “Plans” and/or “Drawings” shall mean the official graphic representations of this Project.

The term “Procurement Department” shall mean the City of Miramar Procurement Department.

The terms “Provider” or “Successful Bidder” shall mean the Bidder receiving an award pursuant to this Invitation for Bids.

The term “Resident Project Representative” shall mean the authorized representative of the Engineer who is assigned to the site or any part thereof.

The term “Shop Drawings” shall mean the drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor and submitted by the Contractor to illustrate some portion of Work and all illustrations, brochures, standard schedules, performance

charts, instructions, and diagrams to illustrate Material or equipment for some portion of the Work.

The terms “Specifications” or “Technical Specifications” shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The term “Subcontractor” shall mean any person, firm, entity, or organization, other than the employees of the Successful Bidder, who contract with the Successful Bidder to furnish labor and/or Materials to the City, whether directly or indirectly, on behalf of the Successful Bidder.

The term “Substantial Completion” shall mean the date when all conditions and requirements of permits and regulatory agencies have been satisfied, and when the Work has progressed to the point where Work is sufficiently complete, in accordance with the Contract Documents, so that the Work is available for beneficial occupancy and can be utilized for the purposes for which it is intended. Specifically, in order to achieve Substantial Completion, Contractor must achieve the following minimum requirements:

a) Elements, such as site cleanup, restoration (including without limitation removal of all construction trailers, coverings, protections, excess Materials, rock, sand, paving, debris, supplies, equipment, scaffolding, and temporary structures), paving, parking, landscaping, exterior building finishes, the interior spaces and finishes of the Work, and all mechanical, electrical, plumbing and technical systems, as well any fire and life safety systems, and the entire parking areas, are fully operational and are ready for use or occupancy;

b) The Work is ready for occupancy, completed in accordance with all plans, Specifications and manufacturer’s requirements and all persons or entities having jurisdiction over the Project that have issued the appropriate permits and authorizations for the construction of the Project have issued final inspections and approvals and certificates of completion and / or occupancy; and

c) A Certificate of Substantial Completion issued by the Engineer and signed by the City, if applicable to the Project, must be issued for Substantial Completion to be achieved; the issuance of a Temporary Certificate of Occupancy or Completion, or a Certificate of Substantial Completion issued by the Engineer and signed by the City, are not determinative of the achievement or date of Substantial Completion.

The term “Supplier” shall mean a manufacturer, fabricator, supplier, distributor, Material man, or vendor.

The term “Surety” shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Bidder who is primarily liable and which surety company or individual is responsible for the Successful Bidder’s satisfactory performance of the Work under the Contract and for the payment of all debts

pertaining thereto in accordance with Section 255.05, Florida Statutes.

The term "Underground Utilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Contractor to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Work Days only. No time extension will be allowed for weekend rains.

The term "Work Day" shall be as defined in Section 10-114 of the City of Miramar Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms "Work", "Scope of Work", "Scope of Services", "Services", "Program", "Project", or "Engagement" shall mean all matters and things and includes all labor, Materials, equipment and services that are required to be provided by the Successful Bidder in accordance with this Solicitation.

2.02 AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained at www.DemandStar.com.

Bidders who obtain copies of this Solicitation from sources other than DemandStar risk failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process.

2.03 CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence**." From the time of advertising and until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This prohibition does not apply to oral communications at pre-bid conferences; oral presentations before selection committees; Contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission on matters not concerning this Solicitation.

Any questions, explanations, or other requests by any Bidder regarding this Solicitation must be requested in writing to the City's Procurement Department at the address noted below. In addition to other penalties, violation of these provisions may render a Bid "Non-Responsive" and an award to a Bidder voidable.

The address, telephone number and fax number for the Procurement Department is:

2200 Civic Center Place
Miramar, FL 33025
Office: (954) 602-3311
Fax: (954) 602-3491
Email: aayum@miramarfl.gov

2.04 CONTENTS OF BID

a) General Conditions.

1) It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.

b) Bidder's examination of Solicitation Documents and site.

It is the responsibility of each Bidder before submitting a Bid to:

1) Examine the Solicitation documents thoroughly;

2) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work;

3) Consider the Laws and Regulations that may affect cost, progress, or performance of the Work;

4) Study and carefully correlate the Bidder's observations with the Contract Documents; and

5) Notify the City of all conflicts, errors, or discrepancies in the Contract Documents.

c) Underground Utilities.

Information and data reflected in these Solicitation documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the City by the owners of such Underground Utilities or others. The City does not assume responsibility for the accuracy or completeness of this information or data.

d) Bidders Examinations.

Before submitting a Bid, each Bidder shall (or be deemed to have), at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of this Solicitation.

e) Access.

Upon advance written request, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill any and all holes and shall clean and restore the site to its former condition upon completion of such explorations.

f) Necessary Lands.

The lands upon which the Work is to be performed, rights-of-way and easements for access (as applicable) and other lands designated for use by the Successful Bidder in performing the Work are identified in this Solicitation. All additional lands and access thereto required for temporary construction facilities or storage of Materials and equipment are to be provided by the Successful Bidder. Easements for permanent structures or permanent changes in existing structures (as applicable) are to be obtained and paid for by the City unless otherwise provided in this Solicitation.

g) Representations by the Bidder.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Solicitation, and that without exception the Bid is premised upon performing the Work required by this Solicitation and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by these Solicitation documents, and that the Solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

h) Requests for Additional Information and Amendments.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. Requests must be received by the Procurement Department by the Due Date and Time stated in the Solicitation Timetable. Any requests received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address,

telephone number, fax number and e-mail address.

2) Responses to any inquiry shall be made by the Procurement Department, by written amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Bidder shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

3) It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid forms. It is the Bidder's further responsibility to verify with the Procurement Department, before submitting a Bid, that all amendments have been received. Bidders shall submit the Bid form entitled "**ADDENDA ACKNOWLEDGEMENT FORM**" with their Bids.

i) Conflicts in this Solicitation.

Where there appears to be a conflict in the Scope of the Work or other detail, the conflict shall be resolved by the latest dated document issued by the City taking precedence. Additionally, to the extent the following is applicable, the order of precedence shall be as follows:

1. Change Orders;
2. Agreement;
3. Addenda;
4. Contractor's Bid;
5. Solicitation, general provisions;
6. General Conditions;
7. Technical Specifications;
8. Referenced Standard Specifications; and
9. Drawings.

j) Prices Contained in this Solicitation.

1) Prompt Payment Terms. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price for Bid tabulation purposes.

2) If the Bidder fails to provide a discount for prompt payment, it is understood and agreed that the payment terms will be NET 30 DAYS, effective after receipt by the City of an approved Application for Payment, invoice or final acceptance, whichever is later.

2.05 PREPARATION AND SUBMISSION OF BID

a) Preparation and Submission.

1) The Bid forms shall be used when submitting a Bid. Use of any other

forms shall result in the Bid being deemed “Non-Responsive”.

2) The Bid will either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and the authorized agent shall initial, in ink, all corrections made by the Bidder. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

3) For a unit price Bid, where there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

4) The Bidder shall not charge tax to the City, as the City is exempt from all state, excise, federal and local sales tax. Any taxes on Materials and/or supplies which are purchased by the Bidder are the responsibility of the Bidder. Taxes must be incorporated in the Bid price, not as a separate item. Notwithstanding the foregoing, the City may be subject to applicable taxes on Goods purchased for the purpose of resale. Upon request, the City will provide a tax exemption certificate, if applicable.

5) Any telegraphic or facsimile Bid shall **not** be considered.

6) The Bidder shall incorporate in its Bid price all costs related to this Solicitation.

7) The silence of the Specifications regarding any details or the omission from the Specifications of a detail shall be regarded as meaning that only the best commercial practices are to prevail, and that only Materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon this basis.

b) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity submitting a Bid or assisting in the performance of Work that has an officer, director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

c) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, “[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Bidders shall submit a signed and notarized statement with their Bids on the form entitled "**PUBLIC ENTITY CRIMES**."

d) Preference for CBE or SBE Firms and Local Bidders.

1) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or proposals for commodities, Services and construction.

2) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services and construction.

3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or proposals for commodities, Services and construction.

e) Drug-free Workplace Preference.

All public Bids are subject to the City of Miramar "Preference to Businesses with Drug-free Workplace Program" Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled "**DRUG FREE WORKPLACE AFFIDAVIT**."

f) Anti-Kickback Affidavit.

All Bidders shall submit the duly signed and notarized Bid Form entitled "**ANTI-KICKBACK AFFIDAVIT**."

g) Antitrust Laws.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with all antitrust Laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

h) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time during the Solicitation process.

i) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidders shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot lawfully be used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized Bid Form entitled "**NON-DISCRIMINATION AFFIDAVIT**."

k) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey before being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled "**BUSINESS/VENDOR PROFILE SURVEY**."

l) Non-Collusive Affidavit.

All Bidders shall affirm that they shall not: (i) collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted, or to refrain from offering a Bid in connection with such Work; or (ii) in any manner, directly or indirectly, seek by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through collusion,

conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed and notarized Bid form entitled "**NON-COLLUSIVE AFFIDAVIT**."

m) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled "**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**."

n) Florida Trench Safety Act.

All Bidders shall submit the duly signed and notarized Bid form entitled "**TRENCH SAFETY ACT COMPLIANCE STATEMENT**."

2.06 MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Due Date and Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall set forth the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Due Date and Time for Bids.

b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by a notarized written communication from an authorized agent or principal of the Bidder delivered to the Office of the City Clerk **prior** to the Due Date and Time for submission of Bids.

2.07 LATE BIDS AND REQUESTS FOR WITHDRAWALS AFTER BID OPENING

Bids will **not** be accepted by the City Clerk after the Due Date and Time for Bids. Requests received for withdrawals of Bids after the Due Date and Time for Bids, but prior to the expiration of 180 calendar Days after the Due Date and Time for Bids, shall **not** be considered.

2.08 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel at any time this

Solicitation process, or waive any irregularities in this Solicitation or in the Bids received.

2.09 COSTS OF BIDS

All expenses involved with the preparation and submission of Bids to the City shall be borne by the Bidder. **No** payment shall be made for any responses received or effort made by the Bidder relative to providing the Bid.

2.10 ORAL PRESENTATIONS

Not applicable to this Solicitation.

2.11 BID SECURITY, BONDS, AND INSURANCE

Each Bid shall be accompanied by a certified or cashier's check, or approved Bid Bond, in the amount stated in this Solicitation. The check or Bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into a Contract with the City, and will furnish the necessary insurance certificates and Bonds described in the General Requirements. In case of refusal or failure to enter into the Contract, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form in this Solicitation. Within 30 Days after execution of the Contract, the City will return the Bid securities accompanying the Bids that are not awarded the Contract.

2.12 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are advised that all information submitted as part of or in support of Bids will be available for public inspection and/or copying after opening of the Bids, in compliance with Chapter 119, Florida Statutes, also known as the "Public Records Law." Any person wishing to view the Bids must make an appointment by calling the Procurement Department at (954) 602-3052.

All Bids submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder. Bidders must clearly notify the City within the Bid when submitting a Bid with any proprietary information.

2.13 EVALUATION OF A BID

a) Rejection of Bid.

1) The City may reject any Bid and award to the next lowest responsive, responsible Bidder whose Bid is in the best interest of the City; or the City may award any portion of a Bid or the City may reject and re-advertise

for all or any part of this Solicitation whenever it is in the best interest of the City to do so. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if prices are not reasonable, or if they exceed the City's budget for the Project, as determined by the City.

3) The City may reject any part of this Solicitation or award any part, whenever it is deemed in the best interest of the City.

b) Elimination from Consideration.

No Contract shall be awarded to any person who or any firm which is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance with sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Work if awarded this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder has the capabilities required and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of the Bidder, including past performance and experience with the City and any other governmental or private entity in making the award of any Contract.

3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, Supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, whether financial or otherwise, pertaining to and resulting from any Contract award.

5) In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information as to whether the Bidder can perform the Contract within the time specified without delay or interference; the character, integrity, reputation,

judgment, experience and efficiency of the Bidder; the quality of performance of previous contracts of a similar nature; the previous and existing compliance by the Bidder with laws and ordinances relating to any other contract; the Bidder's record with environmental regulations; and the claims and litigation history of the Bidder.

2.14 AWARD OF AN AGREEMENT

a) AGREEMENT.

The Successful Bidder will be the lowest responsible, responsive Bidder that satisfies the minimum qualifications of this Solicitation and whose Bid is in the best interest of the City and who will be required to execute an Agreement in accordance with this Solicitation and the Bid. This Solicitation contains the "**AGREEMENT**". After award, a Contract similar to the Agreement in this Solicitation, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Bidder pursuant to this Solicitation until the Agreement has been executed by both parties thereto. A written Notice to Proceed issued to the Successful Bidder by the City is the sole document authorizing the commencement of activities under the Agreement.

b) Voluntary Reduction in Price.

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

c) Additional Information.

The award of a Contract may be preconditioned on the submission of other documents. The apparent Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the apparent Successful Bidder is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next lowest, responsive, responsible Bidder whose Bid is in the best interest of the City. In such event, the apparent Successful Bidder shall be declared "Non-Responsive" and shall forfeit its Bid Bond to the City.

d) Independent Contractor.

The Successful Bidder shall be a Contractor operating independently from the City. All employees and Contractors of the Successful Bidder shall be considered to be, at all times, employees or Contractors of the Successful Bidder and not an employee, Contractor, or agent of the City. Nor shall employees and Contractors of the Successful Bidder enjoy any privity of Contract with the City.

Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and Contractors. The City may require the Successful Bidder to remove any employee or Contractor that the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of Services to the City is not in the best interest of the City. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

e) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 90 calendar Days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Bidder in writing of such extensions. Additional extensions beyond the first 90 Day extension may occur if the City and the Successful Bidder are in mutual agreement of such extensions.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder's guidance and to assist the City in evaluation purposes only. No guarantee is expressed or implied as to quantities or dollars that will be used or ordered during the term of any Contract. The City is not obligated to place any order for a given amount during the term of any Contract.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract award does not provide exclusive rights to the Successful Bidder to receive all orders that may be generated by the City in connection with the types of Goods and/or Services requested herein.

i) Limited Contract Extension.

Any specific Work assignment which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

2.15 RIGHT OF APPEAL

a) After a Notice of Intent to Award the Contract is posted by the City on the City Clerk's Notice Board and on the City's website, www.ci.miramar.fl.us/cityclerk/sunshine, any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may protest to the City's Chief Procurement Officer. A protest must be filed within seven Days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest containing the above information in full, including the deposit described below, is received by the City's Chief Procurement Officer.

b) The City requires a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one percent of the amount of the pending award or $5,000.00.

2.16 BIDDER / CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder shall comply with all Laws and Regulations applicable to the Goods and/or Services required or sought by this Solicitation. The Bidder is presumed to be familiar with all federal, state and local Laws, ordinances, codes and Regulations that may in any way affect the Goods and/or Services offered or required.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Plans or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

2.17 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

a.) All Contracts with the City for purchase of supplies, Materials, or Services, including professional Services involving the expenditure of $25,000.00 or more, shall require that the Bidder submit with its Bid a listing of all first-tier Subcontractors who will perform any part of the Contract Work and all Suppliers who will supply Materials for the Work directly to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute Subcontractors or Suppliers from those listed in the Bid except upon written approval of the City.

b.) All Bidders shall submit the completed Bid form entitled "**INFORMATION REQUIRED OF BIDDER LIST OF SUBCONTRACTORS**" with their Bid. Failure to comply with this requirement shall render the Bid "Non-Responsive."

2.18 CONTRACTOR MINIMUM QUALIFICATIONS

a.) The Successful Bidder **shall** submit proof of the following minimum qualifications with its Bid:

1. At the time of Bid opening, and throughout the term of any agreement awarded under this Solicitation document, the Successful Bidder shall be fully qualified and licensed to perform the Scope of Work described herein.

2. The Successful Bidder shall be an established Licensed State of Florida Contractor engaged in landscaping for a minimum of five consecutive years.

3. The Successful Bidder shall submit four projects in Florida comparable in size and complexity to this Project that have been completed within the last five years that will qualify the Bidder to perform the Services requested in this Solicitation.

2.19 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation and shall not be taken by a Bidder. Taking exceptions in the Bid may render the Bid “Non-Responsive”.

END OF SECTION

SECTION 00300 - BID FORMS

BID TO: City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
City Clerk's Office

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar Bid No. IFB 16-002 to perform the Work as specified or indicated in the Solicitation entitled: "**City of Miramar- Miramar Parkway Berm Landscape Improvement Project**."

2. Bidder accepts all of the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter into a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.

4. Bidder has examined copies of all the Solicitation Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws 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 the City.

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

All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: _____ BIDDER: _____

BY: _____
(Signature)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

_____

(Company Name)

_____

(Signature)

_____

(Printed Name and Title)

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

CITY OF MIRAMAR – MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENT PROJECT

IFB NO. 16-002

TOTAL LUMP SUM PROJECT BID: ----------

(Write Amount)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, F.S. 553.60-64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

We understand that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

We understand that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. We further understand that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order.

We understand that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER
LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

Work to be Performed	Subcontract or License Number	Percent of Total Contract	Subcontractor's Name and Address
1.			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of equipment/Material listed on this form by circling one of the listed Suppliers below for each type of equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter “A”). Should a Bidder circle more than one named item in any category, it agrees to furnish the first circled Supplier.

In addition, where noted on the list, the Bidder must provide a price for the equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in the technical Specifications, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

Equipment/Material Item	Supplier
_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____

END OF DOCUMENT

"OR EQUAL"SUPPLIER / MATERIAL SUPPLIER LIST:

The Bidder proposes the following "or equal" Suppliers for the equipment or Material categories so identified:

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1._____	_____	_____
2._____	_____	_____
3._____	_____	_____
4._____	_____	_____
5._____	_____	_____

The acceptance of equipment or Materials by the proposed "or equal" Suppliers shall be at the sole discretion of the City based on the SUBSTITUTES OR "OR EQUAL" ITEMS requirements of the General Conditions. Note that only one "or equal" Supplier may be proposed per equipment or Material Item. In the event that the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.

END OF DOCUMENT

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, 6, 7 or 8 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all of the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:

_____

_____

_____

(2) CONTRACTOR'S telephone number:_____

(3) CONTRACTOR'S license: Primary classification:_____

State License No. and Expiration Date:_____

Supplemental classification 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:_____ Date of Inspection:_____

_____

(5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract:_____

_____

(6) **ATTACH TO THIS BID** the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.

(7) **ATTACH TO THIS BID** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

Project	Contract Price	Name, address and telephone number of Owner
1.		
2.		
3.		

END OF DOCUMENT

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated_____, 20___.

For:

_____

_____

NOW, THEREFORE,

(a) if said Bid shall be rejected, or

(b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this_____ day of_____, 20___, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____ Witness	_____ (Individual or Partnership Principal)
_____ Witness	_____ (Business Address)
	_____ (City, State, Zip)
	_____ (Business Phone)

ATTEST:

_____ Secretary	_____ (Corporate Principal)*
	By:_____
	_____ (Title)

ATTEST:

_____ Secretary *Impress Corporate Seal	_____ (Corporate Surety)* By:_____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF DOCUMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid amount herein will be paid to any employees of the City of Miramar or its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

DATED: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION §287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

   by _____

   for _____

   whose business address is_____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

   _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length

agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

   ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION §287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DATED: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT (IF APPLICABLE)

Project Name: **CITY OF MIRAMAR – MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENT PROJECT**

Project Number: **City Bid No. 16-002**

Project Location: _____

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Miramar, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650, Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this Project's base Bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard, Standard 29 C.F.R. s. 1926.650, Subpart P. I will comply with the Trench Safety Act, and I will design and provide safety systems at all trench excavations in excess of five feet in depth for this Project.

2. The estimated cost imposed by compliance with the Trench Safety Act will be:

_____ Dollars $_____
(Written) (Figures)

3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

Certified: _____
(Company Contractor)

By:_____
(President/ Principal's Signature)

_____
(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

_____, being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid 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 Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered
In the presence of:

_____ By: _____
Witness

_____ _____
Witness (Print Name)

_____
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

DRUG FREE WORKPLACE (Tie Bid Form)
FLORIDA STATE STATUTE 287.087

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

Bidder's Signature Date

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Email Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ❑ **CONSTRUCTION / SITE ENGINEERING SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ❑ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ❑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ❑ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ❑ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

  Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and is certified by the Broward County Office of Economic Development and Small Business Development.

  Business is claiming the CBE/SBE Preference: yes_____, no_____
  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  ***Business is claiming the Miramar Local Business Preference:* yes_____, no_____**
  Please attach a copy of a current Miramar Business Tax Receipt to this form.

- ❑ Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.

- ❑ Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

FAILURE TO COMPLETE THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)
City of Miramar

City, state, and ZIP code

2300 Civic Center Place

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | | – | | | | | | |

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____, hereinafter "the Corporation", existing under the laws of the State of _____, held on _____, 20__, the following resolution was passed and adopted: "BE IT RESOLVED THAT ____ _____(name), as _____ (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this ____ day of _____, 20___.

_____
Secretary

(SEAL)

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Partners of the _____, hereinafter "the Partnership", a partnership existing under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"BE IT RESOLVED THAT_____(name), as (title) of the Partnership, be and is hereby authorized to execute an Agreement by and between the Partnership and the City of Miramar, Florida and that his/her execution thereof, attested to by the official act and deed of the Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of , 20___.

_____
Partner

(SEAL)

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Principals of the _____ _____ hereinafter "the Joint Venture", a Joint Venture under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"BE IT RESOLVED that _____(name), _____(title) of the Joint Venture, be and is hereby authorized to execute an Agreement by and between the Joint Venture and the City of Miramar, Florida and that his/her execution thereof, attested to by the Managing Partner of the Joint Venture, shall be the official act and deed of the Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of , 20__.

_____
Managing Partner

PERFORMANCE BOND (Not Required for this Project)

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section §255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of _____Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: IFB-16-___, Miramar Parkway Berm Landscape Improvement Project, awarded the ___day of _____ _____, 20___, with the City for_____, in accordance with Drawings (plans) and Specifications prepared by_____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the _____ within ____ calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and

3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and

4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section §255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____day of _____, 20___.
WITNESSES:

_____
(Name of Corporation)

_____
Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

_____
(Type Name and Title signed above)

IN THE PRESENCE OF:

_____
INSURANCE COMPANY

By: Agent and Attorney-In-Fact

Address: _____
(Street)

_____
(City/State/Zip Code)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large
My commission expires:

PAYMENT BOND (Not Required for this Project)

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section §255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and_____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City Bid No: 1 6 - _____, awarded the _____day of _____, 20_____,for construction of Miramar Parkway Berm Landscape Improvement Project in accordance with Drawings (Plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly makes payments to all claimants as defined by Section §255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.

B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section §255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for all labor, materials, suppliers, subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or that

the changes do not affect the Surety's obligation under this bond.

Signed and sealed this _____day of _____, 20____.

WITNESS:

_____
(Name of Corporation)

_____
(CORPORATE SEAL) Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

_____
Secretary

IN THE PRESENCE OF:

_____

_____

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No: (_____)_____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____,certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Name of Corporation)

END OF DOCUMENT

APPLICATION FOR PAYMENT NO.: _____

PERIOD FROM: _____ TO: __

Project No.:

Project Name: _____

Contractor Name: _____

1. ORIGINAL CONTRACT SUM: $_____
2. Net change by Change Order(s): $_____
3. CONTRACT SUM TO DATE (Line 1 + Line 2): $_____
4. TOTAL COMPLETED AND STORED TO DATE: $_____
5. RETAINAGE:

   a.___% of Completed Work $_____

   b.___% of Stored material $_____

6. TOTAL EARNED LESS RETAINAGE:
   (Line 4 less Line 5 Total) $___
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: $___
8. CURRENT PAYMENT DUE $___
9. BALANCE TO FINISH, PLUS RETAINAGE
   (Line 3 less Line 6) $___

NOTES: **THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:**

- ☐ THE CERTIFICATION OF CONTRACTOR FOR PAYMENT FORM.
- ☐ THE AFFIDAVIT FOR PAYMENT FORM.
- ☐ UPDATED SCHEDULE OF VALUES INDICATING THE AMOUNTS OF WORK UNITS COMPLETED.
- ☐ COPY OF RELEASE OF LIENS OR PARTIAL RELEASE OF LIENS FOR THE WORK COMPLETED UP TO AND INCLUDED IN THIS PAY REQUEST.
- ☐ COPY OF RED LINE AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THIS PAY REQUEST.
- ☐ COPY OF (PARTIAL) AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THE PREVIOUS PAY REQUEST.
- ☐ ALL LABORATORY TEST RESULTS FOR THE WORK INCLUDED IN THIS PAY REQUEST.
- ☐ LIST OF SUB-CONTRACTOR(S), WITH NAMES, ADDRESSES AND TELEPHONE NUMBERS, UTILITIZED BY THE CONTRACTOR ON THE PROJECT, WITH THE AMOUNT OF MONIES OWED EACH SUB-CONTRACTOR.
- ☐ CURRENT UPDATED PROJECT SCHEDULE.
- ☐ CONSTRUCTION PHOTOGRAPHS, AS REQUIRED.
- ☐ MATERIALS LABORATORY FIELD TESTING RESULTS FOR WORK INCLUDED IN THIS PAY REQUEST, PER **SECTION 01 45 23** (DENSITY TESTS, CONCRETE, ETC.).

END OF DOCUMENT

CERTIFICATION OF CONTRACTOR FOR PAYMENT

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application of Payment No. _____ are correct, that all Work has been performed and/or Materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20___, between the **City of Miramar** ("**CITY**") and _____ ("**Contractor**").

I further certify that all just and lawful bills against **Contractor** and all Subcontractors, vendors, Material men and Suppliers of labor, Material and equipment employed by the **Contractor** in the performance of this Contract have been paid in full accordance with their terms and conditions, and hereby deliver to the **Contractor** the attached duly executed Partial Release of Liens. Furthermore, that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that there are **NO** vendors, mechanics or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

DATE: _____

CONTRACTOR:_____

STATE OF _____)
) ss:
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires_____

(The Contractor shall ~~execute this certificate~~ and attach it to each Application for Payment)

END OF DOCUMENT

AFFIDAVIT FOR PAYMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged and that all bills, wages, fees, claims and other charges incurred by: _____.

_____

in connection with the construction of _____

_____

have been paid in full.

Signed_____

By_____

WITNESSES:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:_____

(**The Contractor shall execute this Affidavit and attach it to each Application for Payment)**

CHANGE ORDER NO.: _____

Resolution No. _____ Contract No.: _____ Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes ☐ No ☐

Budget Number: _____

Descriptions of changes, reason therefore, and cost and/or time change for each:

_____

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	_____	_____	_____
Total Previous Change Orders: Qty. _____	_____	_____	_____
Adjusted Contract Amount:	_____	_____	_____
Change Order No.: _____(This Change Order)	_____	_____	_____
Total Change Orders to Date:	_____	_____	_____
Revised Contract Amount:	_____	_____	_____

Notes: _____

Attachments: (List)

_____

Total Change In Amount: Increase: **$**_____ Decrease: **$**_____ No Change: ☐

Total Change in Contract Period: Add: _____ Deduct: _____ No Change: ☐

Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By: _____

	Title	Date
Recommended By:		
	Thomas Good. Director of Public Works	Date
Recommended By:		
	Project Manager	Date
Accepted By:		
	Contractor Name	
	Title	Date
Approved By:		
	Randy Cross Director of Procurement Department	Date
Approved By:		
	Michael J. Moore Assistant City Manager - Operations	Date
Approved By:		
	Kathleen Woods-Richardson City Manager	Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

City's Project No.: _____ Engineer's Project No.: _____

CITY OF MIRAMAR

Miramar Parkway Berm Landscape Improvement Project
IFB NO. 16-002

CONTRACTOR _____

Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: ***The City of Miramar***
City

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of City, Contractor and Engineer, and that Work is declared to be substantially complete in accordance with the Contract Documents on:

_____

Date of Substantial Completion

NOTES:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all- inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within **30** Work Days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between City and Contractor for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

CITY:_____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

1. _____
2. _____
3. _____
4. _____

Partial Punch List had previously been submitted. Substantial Completion Punch List to be provided by _____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

_____
Engineer of Record Name

Signature _____

By_____

Executed by the City on _____, 20___.

_____

By: _____

The Contractor accepts this Certificate of Substantial Completion on:

_____, 20____.

_____
Contractor Name

Signature _____

By_____

END OF DOCUMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

for and in consideration of the sum of _____

($_____) paid to _____
by_____,

receipt of which is hereby acknowledged, do(es) hereby release and quit-claim to the City of Miramar, Florida, its successors or assigns, all liens lien rights claims or demands of any kind whatsoever which
now has (have) or might have against the property, and/or improvements, on account of labor performed, Material furnished, and/or for any incidental expense for:

_____

or in otherwise in approving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereto set

_____hand and seal this ____ day of _____, 20_____.

_____ _____
Witness: (Seal)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__,

by _____, who is personally known to me or has produced

_____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

WARRANTY OF TITLE
(For Periodic Progress Payments)

STATE OF _____)
) ss:
COUNTY OF_____)

City of Miramar
CITY BID NO. IFB 16-002

BEFORE ME, the undersigned authority personally appeared _____(the "Affiant"), who after being duly sworn, says that he is the "Contractor" pursuant to a Contract (the "Contract") dated _____, 20___, with the City of Miramar, Florida (the "City"), for the supply of certain labor and/or Materials (the "Work") to certain property, as shown and described in the Contract Documents, subsequent Addendums or Change Orders, and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completely in accordance with the Plans and Specifications therefore, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

a. All Subcontractors, vendors, Material men, Suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and/or Materials to the Contractor pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of Liens/Claims with respect thereto with copy of said Partial Release of Lien/Claims attached.

b. Title to all Materials and equipment covered by the attached Periodic Pay Request No._____for Payment dated _____, 20__, passes to the City at the time of payment free and clear of all liens.

Signed,

_____
(Name of Contractor)

_____
(Signature)

_____
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

TOXIC AND NONTOXIC SUBSTANCES

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right to Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Department
Attention: **Fire Prevention**
2200 Civic Center Place
Miramar, FL 33025

The Successful Bidder must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014

INSURANCE REQUIREMENTS

Bidder agrees that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. The Bidder's liability insurance policies shall name the City as the certificate holder on all certificates. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and save the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

Minimum Limits of Insurance

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: $1,000,000 combined single limit per occurrence, $2,000,000 general aggregate; property damage $500,000 each occurrence or combined single limit of $1,000,000 each occurrence; personal and advertising injury $1,000,000; Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence; products and completed operations policy aggregate $2,000,000.

2. Automobile Liability: $1,000,000 combined single limit per accident.

3. Employer's Liability/Worker's Compensation: $1,000,000 each accident, $1,000,000 each employee for injury by disease and $1,000,000 aggregate for injury by disease.

Required Insurance Endorsements

The City requires the following insurance endorsements:

1. AUTOMOBILE - The City must be included as an additional insured by policy endorsement under the Automotive Coverage policy as respects liability arising from Work or operations performed by or on behalf of the Bidder.

2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy as respects liability arising from Work or operations performed by or on behalf of the Bidder.

3. WAIVERS OF SUBROGATION - Bidder agrees to waive all rights of subrogation against the City by policy endorsement for loss, damage, claims, suits or demands, whosoever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

This Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of complete copies of the actual insurance policies with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve such insurance policies prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

AGREEMENT

(The City reserves the right, in its sole discretion, to amend the terms and conditions set forth herein)

AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND

_____

FOR CONSTRUCTION OF THE MIRAMAR PARKWAY BERM LANDSCAPE IMPROVEMENT PROJECT

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor"), a Florida corporation, whose address is _____.

WITNESSETH:

WHEREAS, the City intends to contract for construction of the **Miramar Parkway Berm Landscape Improvement Project** (the "Work", "Project" or "Services"), and desires to engage the Services of Contractor; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the Invitation for Bids attached hereto and all terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the Invitation for Bids No. 16-002 (the "IFB"), which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and

Conditions attached hereto and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the Contract Documents entitled: "**Miramar Parkway Berm Landscape Improvement Project**". The Work includes but is not limited to the installation of the plant material listed on the Attachment 1 – Plant List on Miramar Parkway south berm between 141 Avenue to 125 Avenue. The City is desirous of restoring plant landscape material and sod to the berm in order to improve the esthetics and overall appearance, while utilizing the attached original Drawings and Specifications provided.

ARTICLE 3
CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within ten (10) Days of the commencement date. The Work shall be Substantially Complete within 60 calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 90 calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

4.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the

City and warrants and represents to the City that the Contractor:

A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;

B. Is experienced in all aspects of the Work required for projects similar to the Project;

C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5
TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City $1,000.00 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and $500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7
CONTRACT PRICE

City shall pay Contractor _____ $ (_____) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8
PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9
INDEMNIFICATION

1.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from bodily injury,

occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;

C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

1.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

1.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

1.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of $100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

ARTICLE 10
TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;

B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;

C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;

D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;

E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or

F. Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance that would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance that would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is

adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12
ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 13
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 14
AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

14.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

14.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 15
AWARD OF AGREEMENT

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 16
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by or in the possession or control of Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven Days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as

provided herein. 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.

ARTICLE 17
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

17.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

17.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 18
CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written

approval to Contractor**,** and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 19
INSURANCE

Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
  $1,000,000 each occurrence, $2,000,000 general aggregate;
- Products and Complete Operations Aggregate, $2,000,000;
- Personal Injury and Advertising Injury, $1,000,000;
- Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence;
- Property Damage, $500,000 each occurrence or combined single limit of $1,000,000 each occurrence;
- Automobile Liability, $1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability, $1,000,000 each accident, $1,000,000 each employee for injury by disease, $1,000,000 aggregate for injury by disease.

The City shall be named as additional insured on the general liability certificates and endorsements with waiver of subrogation in its favor. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 20
INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 21
REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 22
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 23
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 25
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 26
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 27
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:	**TO THE CITY OF MIRAMAR:**
ATTN: _____	ATTN: Kathleen Woods Richardson, City Manager
-	CITY OF MIRAMAR
-	2300 Civic Center Place
-	Miramar, Florida 33025

Telephone: _____
Fax: _____

Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Douglas R. Gonzales, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 28
CITY'S OWN FORCES

28.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

28.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 29
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on 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 fee paid to Contractor herein, less any sums paid by the City. Contractor expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by 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 the City's liability as set forth in Section §768.28, Florida Statutes.

In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 30
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 31
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, 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.

ARTICLE 32
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 33
DISPUTE RESOLUTION

Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

ARTICLE 34
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to

review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35
SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 36
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

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

CITY OF MIRAMAR:

By: _____
City Manager
Kathleen Woods-Richardson

This _____day of_____, 2015.

ATTEST:

_____
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

CONTRACTOR:

By:_____

_____

Date:_____

_____
Corporate Seal

SECTION 00400 - GENERAL CONDITIONS (AS APPLICABLE)

Article 1.0 DEFINITIONS.

Wherever used in these General Conditions, the terms used have the meanings indicated in the IFB and Section 00200.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

When the Contractor delivers the signed Contracts to the City, the Contractor shall also deliver to the City the Bonds and insurance policies and certificates and endorsements as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

The City shall furnish to the Contractor two copies of the Contract Documents. Additional quantities of the Contract Documents may be furnished at Contractor's cost.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE PROJECT

The Contractor shall begin to perform the Work within 10 Days after the commencement date stated in the Notice to Proceed, unless stated otherwise in the Notice to Proceed but no Work shall be done at the site prior to said commencement date.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents and Specifications and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. Contractor waives any subsequent claim of conflict, error, discrepancy, error or omission. The Contractor shall submit to the Engineer for review those documents called for in the General Requirements as "Submittals".

2.6 PRE-CONSTRUCTION CONFERENCE

A non-mandatory pre-construction conference attended by the Contractor, Engineer and others as appropriate will be held to discuss the requirements of the Work.

2.7 FINALIZING SCHEDULES

Before the first pre-construction conference, the Contractor shall submit for the Architect's/Engineer's review, and to others as appropriate, the following documents (to the extent applicable): Hurricane Preparedness Plan, Construction Schedule, Schedule of Values, MOT Plan, Staging Plan, and Mobilization Plan, all submitted in accordance with the General Requirements.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT; AMENDMENT; REUSE

3.1 INTENT

A. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. **The Contract Documents are complementary; what is called for by one is as binding as if called for by all**. The Contract Documents will be construed in accordance with the Laws of the State of Florida.

B. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, Materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied, whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard Specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.

C. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Architect/Engineer in writing at once and before

proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the Architect's/Engineer.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

Change Orders;
Contract;
Addenda;
Contractor's Bid;
Solicitation, General Provisions;
General Conditions;
Technical Specifications;
Referenced Standard Specifications; and
Drawings.

B. With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions;
2. Detail Drawings govern over general Drawings;
3. Addenda/Change Order Drawings govern over Contract Drawings; and
4. Contract Drawings govern over standard Drawings.

C. Items of Material, equipment, machinery and specific tools to be used may be specified on the Drawings or the Specifications. In the event of any conflict, the matters reflected in the Drawings shall prevail. Contractor shall make inquiry of the Architect/Engineer in the event of any doubt on these matters, rather than making an uninformed decision.

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 hereof).

3.4 REUSE OF DOCUMENTS

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a Contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents used in the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the City.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and equipment, provided that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement is furnished to the Architect/Engineer prior to said use. Neither the City nor the Architect/Engineer shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

4.2 DIFFERING SITE CONDITIONS

A. The Contractor shall notify the Architect/Engineer in writing of any unforeseen conditions, including but not limited to the following conditions, which are collectively called differing site conditions, promptly upon discovery (but in no event later than 14 Days) and before they are disturbed:

1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and

2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

B. The Architect/Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the City in writing of the Architect's/Engineer's findings and conclusions.

C. If the City concludes that, because of newly discovered conditions, a change in the Contract Documents is required, a Change Order will be

issued as provided herein to reflect and document the consequences of the difference.

D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided herein.

E. The Contractor's failure to give notice of differing site conditions as provided herein in the claims procedure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Architect/Engineer by the owners of such Underground Utilities or by others. Unless it is expressly provided in Article 9 of the General Requirements, the City and the Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, and perform soft digs as required for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price. The Contractor must be equipped with all necessary tools and parts in order to repair damaged Underground Utilities in a timely manner.

B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which the Contractor could not reasonably have been expected to be aware of, the Contractor shall notify the owner of the location of such utility and modify the Work as necessary and as directed by the Architect/Engineer.

4.4 REFERENCE POINTS

A. The Contractor shall furnish all lines, grades and bench marks required for proper execution of the Work.

B. The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.5 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

A. If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site, the Contractor shall immediately notify the City and the Architect/Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Architect/Engineer concerning such condition and determine the necessity of retaining special consultants or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the City or the Architect/Engineer.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

A. The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100 percent of the Contract Price in a form satisfactory to the City as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect for one year after Final Completion unless otherwise provided by Law or Regulation or by the Contract Documents.

B. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven Days thereafter substitute another Bond and Surety acceptable to the City.

5.2 INSURANCE

A. The Contractor shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific amounts and coverage set out herein and written for not less than the limits of liability and coverage provided herein or required by Law, whichever are greater. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed

limited in any way to the insurance coverage required.

B. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 Days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until the date of Final Completion. In addition, the insurance required herein shall name the City, the Architect/Engineer, and their officers, directors, agents, and employees as "additional insured" under the policies, and all required endorsements shall be provided to the City.

1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation Law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Work may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting,

explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability: The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.

5. Builders' Liability: The Contractor shall maintain Builders Risk/Course of Construction Insurance for all Projects (vertical and non-vertical).

A. Workers' Compensation:

1. State: Statutory

2. Applicable Federal (e.g., Longshore): Statutory

Note: If the Work called for in the Contract Documents involves Work in or on any navigable waters, the Contractor shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under federal or state Laws pertaining to workers in or on navigable waters.

3. Employer's Liability: $100,000.00

B. Comprehensive General Liability: (under Paragraph 5.2 B.2 of the General Conditions):

1.	Combined Single Limit	$1,000,000.00	Each Occurrence
		$2,000,000.00	General Aggregate
	a. Products / Completed Operations	$2,000,000.00	Each occurrence

b. Personal Injury $1,000,000.00 Each Occurrence

If policies are written on a claims-made basis, certificate should so specify and policies continue in force for one year after completion of the Project.

Policies will include premises/operations, products, completed operations, independent contractors, City's and Contractor's protective, Explosion, Collapse, Underground Hazard, Broad form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

C. Comprehensive Automobile Liability: (under Paragraph 5.2 B.3 of the General Conditions) including Owned, Hired, and Non-owned Vehicles:

1.	Bodily Injury:	$1,000,000.00	Each Person
		$1,000,000.00	Each Occurrence
2.	Property Damage:	$500,000.00	Each Occurrence
	or combined single limit of	$1,000,000.00	Each Occurrence

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the Work at all times accurately complies with the Contract Documents.

B. The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified superintendent who shall not be replaced without written notice to the City and the Architect/Engineer. The City reserves the right to reject the replacement superintendent for any reason and the Contractor will provide an alternative replacement superintendent. The superintendent will be the Contractor representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the City through the Architect/Engineer.

C. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except for such Work as is necessary for the proper care and protection of Work already performed, or except in case of emergency. The Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday, or holidays without the City's written consent given after prior written notice to the Architect/Engineer. Holidays for the City are as follows:

1. New Year's Eve Day – ½ Day (afternoon)
2. New Year's Day
3. Martin Luther King's Birthday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Eve Day – ½ Day
12. Christmas Day

When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed.

There will be no inspection Services provided by the Engineering Services Department or the Building Division on Fridays or on any of the established holidays. The Contractor's Schedule shall be tailored to account for occasions when inspection Services will not be available.

B. In case the Contractor falls behind schedule or where the nature of the Work requires special attention, the Contractor may be permitted to work additional shifts or to work beyond normal working hours, provided the Contractor has requested an approval for change of its Work schedule, in writing, from the City. In any event, the cost for working additional shifts or beyond normal working hours, unless such Work is

required by a Change Order or in emergency, shall be borne solely by the Contractor without any additional cost to the City, including the cost of the engineering Services. If authorized, the Contractor shall provide written notice to residents that may be impacted by the Work.

C. No workers other than skilled foremen and workmen shall be employed to perform Work requiring special qualifications. Except as otherwise required by Law, convicted felons who have not completed their sentences or other workers from county, state or federal prisons who are on work release programs shall not be employed for Work on this Project.

D. Contractor shall receive no additional compensation for overtime Work, even though such overtime Work may be required under emergency conditions and may be ordered by the Architect/Engineer. A Change Order is required for any changes in Contract Price, including for payment of overtime Work.

E. All costs of inspection and testing performed during overtime Work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to the Contractor.

F. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment and machinery, instrumentation, electronics, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

G. All Materials and equipment to be incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers' warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and equipment used in the Work. All Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents, but no provisions of any such instructions will be effective to assign to the Architect/Engineer, or any of the Architect's/Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the specific provisions Article 9 hereof.

H. All construction equipment necessary and required for the proper construction of this Project shall be on the construction site, in first-class working condition, and shall have been approved by the Architect/Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

6.3 ADJUSTING PROGRESS SCHEDULE

The Contractor shall submit any adjustments in the progress schedule to the Architect/Engineer for acceptance in accordance with the provisions for "Submittals" in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

The Contractor shall submit proposed substitutes or "or-equal to" items in accordance with the provisions for "Submittals" in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

The Contractor shall be responsible to the City and the Architect/Engineer for the acts and omissions of its Subcontractors and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any Subcontractor and the City or the Architect/Engineer nor relieve the Contractor of any liability or obligation under the Contract. The Contractor shall perform not less than 20 percent of the Work with its own forces and not with subcontracting. This requirement is measured by the proportionate value to the Contract Price. The City shall approve all Subcontractors and principal providers of Materials and equipment and no deviations may be made without the City's approval.

6.6 PERMITS

A. Unless otherwise provided in the Contract Documents, the Contractor, at Contractor's expense, shall obtain all permits and licenses necessary to complete the Work, including all insurance and Bonds required by City and any agencies. The City shall pay at cost and directly all governmental permit charges necessary for the prosecution of the Work which are applicable at the time of opening of Bids. The City shall pay at cost all charges of utility owners for connections to the Work. If Contractor fails the regulatory inspections, Contractor shall pay for all the re-inspection fees and permit extension fees necessary for completion of the Work. Contractor shall not commence any Work without the appropriate permit. Copies of all permits shall be submitted to the Engineer prior to commencement of Work.

B. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify, defend and hold harmless the City and the Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend City in all such claims in connection with any alleged infringement of such rights.

6.7 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local Laws, ordinances, codes, orders, and Regulations which in any manner affect those engaged or employed on the Work, the Materials used in the Work, or the performance of the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Law, ordinance, code, order, or Regulation, the Contractor shall report the same in writing to the Architect/Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the Architect/Engineer and their officers, agents, and employees against all claims or liability arising from violation of any such Law, ordinance, code, order, or Regulation, whether by Contractor or by its employees or Subcontractors. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations applicable to the Work.

6.9 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of Materials and equipment, and the operations of workers to the Project site, and the land

and areas identified in and permitted by the Contract Documents. The Contractor shall assume full responsibility for any damage to any land, or to the owner or occupant thereof resulting from the performance of the Work. Should any claim be made against the City or the Architect/Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the City and the Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including but not limited to fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Architect/Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 SAFETY AND PROTECTION

A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons at or near the Work;

2. All Materials and equipment to be used in the Work, whether in storage or on or off the site; and

3. All other property at or near the site, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures, mechanical equipment, electronics, instrumentation, and utilities not designated for removal, relocation, or replacement.

B. The Contractor shall protect the public and property from damage, injury or loss and shall erect and maintain all necessary safeguards to provide such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

D. Trench excavations over five feet deep shall comply with OSHA 29 C.F.R. 196.650. A Contractor’s statement that the Contractor will comply

is required. Trenching costs shall be included in the appropriate unit and / or lump sum prices for the respective Work in which such trenching is required.

6.11 SHOP DRAWINGS AND SAMPLES

A. The Contractor shall submit Shop Drawings and samples in accordance with the provision for "Submittals" in the General Requirements and as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

B. Within 30 calendar Days after the commencement date specified in the Notice to Proceed, Contractor shall submit to Architect/Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Architect/Engineer shall in no way relieve Contractor from submitting complete Shop Drawings and providing Materials, equipment, and any other necessary information fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

C. After the approval of the list of items required in Paragraph B above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and Suppliers. Contractor shall include all Shop Drawings and other submittals in its certification.

D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

F. Architect/Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Architect/Engineer for material reasons. Architect's/Engineer's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the Drawings have been approved by the Architect/Engineer. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

G. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Architect/Engineer along with its comments as to compliance, noncompliance, or features requiring special attention.

H. If catalog sheets or prints of manufacturers' standard Drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.

I. Contractor shall submit the number of copies required by Architect/Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

J. Contractor shall keep one set of Shop Drawings marked with Architect's/Engineer's approval at the job site at all times.

6.12 CONTINUING THE WORK

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. **No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing**.

6.13 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete a daily report indicating manpower, major equipment used, Subcontractors, weather conditions, and other conditions impacting the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Architect/Engineer. A copy of the daily reports for the period covered shall be submitted to the City with each pay request.

6.14 LAYING OUT THE WORK

The Contractor shall be held responsible for establishing all lines and grades together with all reference points as required by the various trades for all Work under the Contract. All required layout shall be done using competent and experienced personnel under the supervision of a local professional engineer and/or land surveyor registered in the State of Florida.

6.15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or

obligations thereunder, without the written consent of the City. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

A. The City may perform other Work at the site by the City's own forces, have other Work performed by utility owners, or let other direct contracts therefor. If not previously noted in the Contract Documents, written notice of other Work shall be given to the Contractor prior to commencement of the other Work.

B. The Contractor shall afford each third party contractor performing Work at the site proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and equipment, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of the Architect/Engineer and the others whose Work will be affected.

C. If any part of the Contractor’s Work depends for proper execution or results upon the Work of any third party contractor, the Contractor shall inspect and report to the Architect/Engineer, in writing, any delays, defects, or deficiencies in such third party Work that renders it unavailable or unsuitable for such proper execution and results. The Contractor’s failure to report such delays, defects, or deficiencies will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work, except for latent defects and deficiencies in the other Work.

ARTICLE 8 -- CITY'S RESPONSIBILITIES (RESERVED)

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 CITY’S REPRESENTATIVE

The Architect/Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Architect/Engineer as the City's representative during construction are set forth herein and in the Contract Documents. The City may

change the duties, responsibilities and authority of the Architect/Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The Architect/Engineer will make visits to the site during construction to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The Architect/Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be the same as for the Architect/Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

The Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim therefore as provided herein.

9.6 REJECTING DEFECTIVE WORK

The Architect/Engineer has authority to reject Work which the Architect/Engineer believes to be defective and also has authority to require special inspections or testing of the Work.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

In accordance with the procedures set forth in these General Requirements, the Architect/Engineer will review all Contractor submittals, including, without

limitation, Shop Drawings, samples, substitutes, or "or equal to" items in order to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Architect/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9.8 DECISIONS ON DISPUTES

A. The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders; claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Architect/Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Architect/Engineer in writing with a request for formal decision, which the Architect/Engineer will render in writing within 30 Days of receipt of the request, subject to prior review by City of any claim made by the Contractor and proposed decision by the Architect/Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Architect/Engineer no later than five Days after commencement of the event giving rise thereto. The Architect/Engineer may allow extra time for supplements of this information. Written supporting data providing the extent and amount of the claim and supporting documentation will be submitted to the Architect/Engineer with such notice. All Claims for changes to the Contract Time and Contract Price are waived if not submitted in accordance with the requirements of this Section.

B. The Architect/Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. In the event the City disagrees with the Architect/Engineer's proposed decision on any claim when submitted to the City for review, the Architect/Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Architect/Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

A. The Architect/Engineer when acting in good faith and exercising his authority to act for City, shall have no duty or responsibility to the Contractor or any Subcontractor, Supplier, any surety for any of them, or any other person or organization performing any of the Work.

B. The Architect/Engineer has no duty or authority to supervise or direct the performance of the Work.

C. The Architect/Engineer has no authority over and is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Architect/Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

D. The Architect/Engineer is not responsible for the acts or omissions of the Contractor or of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 GENERAL

A. The City may order additions, deletions, or revisions in the Work by a Field Order or a Construction Change Directive or a Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the conditions of the Field Order or Change Order.

B. The Architect/Engineer may also issue a Construction Change Directive and Field Orders setting forth written interpretations of the intent of the Contract Documents, order minor changes in Work execution, and issue Supplemental Instructions setting forth written orders, instructions, or interpretations of the Contract Documents, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2 CHANGE ORDERS

A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City Code, as amended from time to time.

B. Contractor shall not start Work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

C. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Architect/Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer in writing within seven calendar Days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

D. Under circumstances determined necessary by the City, Change Orders may be issued unilaterally by the City.

E. The City and the Contractor shall execute appropriate Change Orders covering:

1. Changes in the Work ordered by the City;

2. Changes required because of acceptance of defective Work; and

3. Changes in the Contract Price, Contract Time or other changes agreed to by the parties.

F. If notice of any kind is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the Bonds are increased so that each reflects the Contract Price as increased.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

A. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.

B. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the increased or decreased units.

2. By mutual acceptance of a lump sum amount, properly itemized and supported by substantiating data to permit evaluation, which may or may not include an allowance for overhead and profit as agreed to by the parties.

3. On the basis of the Cost of Work, as defined below.

11.2 COST OF WORK

A. General: The term "Cost of Work" means the sum of all reasonable costs necessarily incurred and paid by the Contractor for labor, Materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each Day report to the Architect/Engineer the amount and cost of the labor, Materials and equipment used, and any other expense incurred in such extra Work on the preceding Day, and no claim for compensation for such extra Work shall be included unless such report shall have been made. If in the opinion of the Architect/Engineer the cost of Material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity delivered to the Work site, less trade discount. For extra Work involving a combination of increases and decreases in the Work, the cost will be the sum of the additive and deductive costs.

1. The City reserves the right to furnish Materials for the extra Work and no claim shall be made by the Contractor for costs and profit on such Materials. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

2. Before construction equipment is used on the extra Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Architect/Engineer, in duplicate, a description of the equipment and its identifying number. Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Rental time will not be allowed while equipment is inoperative for any reason.

B. Mark-up: The Cost of the Work shall include a 10 percent mark-up applied to the total amount of labor, Materials and equipment.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

A. In no event shall Contractor be entitled to any delay damages from City or Architect/Engineer for any reason.

B. The Contract Time will be extended in an amount equal to time Days due to Force Majeure which includes acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Other Contract Time extensions shall be only by Change Orders or by claims made by Contractor in accordance with the provisions herein.

C. ***All time limits stated in the Contract Documents are of the essence.***

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

A. Contract Times may be extended by the Architect/Engineer due to unusually severe weather, provided that the Contractor shall, within 10 Days of the beginning of any such delay, request such extension in writing stating the cause of delay. The Architect/Engineer may extend the Contract Time when, in its judgment, the facts justify such an extension. The Contractor's construction schedule shall be based upon the inclusion of 10 Days of inclement Weather Delays. No extension of the Contract Time due to inclement weather will be considered until after the said number of Days of inclement weather has been reached. No increase in Contract Time will be made if said number of Days of inclement weather is not reached.

B. Inclement weather by itself is not a cause for time extension. Only where duration and frequency of rain is abnormal as compared with the Weather Bureau data and supported by Project logs will time extensions be considered. No time extension will be allowed for weekend rains unless the Contractor has received approval and been working weekends on a regular basis.

C. In order to demonstrate that a delay is the result of exceptionally adverse weather conditions, the Contractor must demonstrate that critical path activities have been delayed by more Days than those cumulatively expected during the Contract Time, based upon an average number of Days of adverse weather conditions experienced in the place where the Project is located during the five years prior to the date of this Agreement, which average shall be based upon the historical data of the U.S. National Oceanic and Atmospheric Administration, and that any float time in the Construction Schedule has been exceeded. In order to be considered a delay, the Contractor must demonstrate that critical path activities were suspended during the exceptionally adverse weather event

for more than 50 percent of the Day the Work period of the Day of the exceptionally adverse weather.

D. Hurricane Precautions: During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the City or the City's Architect/Engineer has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional Work.

Consideration of additional Contract Time relating to hurricane watch or warning at the Project site will be addressed by a Change Order in accordance with the non-compensable excusable delays section of the General Conditions.

Suspension of the Work caused by a storm watch or warning, or storm event or official state of emergency (until termination of same), regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the City and the Architect/Engineer that all Work will be in accordance with the Contract Documents and will not be defective.

13.2 ACCESS TO WORK

The City, the Architect/Engineer and their collective representatives, testing agencies, and governmental agencies with jurisdictional interests all shall have access to the Work at reasonable times for observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 INTERACTION AND RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

A. The Contractor shall give the Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.

B. Other than inspections by the City (unless specifically excepted below), the Contractor shall pay for the costs of all inspections and testing, including without limitation by any public body with jurisdiction requiring testing inspection or approval, with regard to any substitutions of Materials, equipment or Suppliers to be used or incorporated in the Work and for repeats of failed tests.

C. In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Architect/Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Architect/Engineer shall verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents.

D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Architect/Engineer and the Contractor.

E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Architect/Engineer, it must, if requested by the Architect/Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense. If such Work is not found to be Defective Work, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided herein.

F. The Architect/Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.

G. The Architect/Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and maintain and circulate copies of minutes.

H. The Architect/Engineer shall assist the Contractor in understanding the intent of the Contract Documents.

I. The Architect/Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.

J. The Architect/Engineer shall conduct on-site observations of the Work in progress and determine if the Work is proceeding in accordance with the

Contract Documents.

K. The Architect/Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.

L. The Architect/Engineer shall: (a) prepare a Certificate of Substantial Completion/Notice of completion, as applicable, and submit to the Contractor a list of observed items requiring completion or correction; (b) conduct final review of the Work and prepare a "punch list" of items to be completed or corrected; and (c) verify that all items on the punch list have been completed or corrected.

M. The Architect/Engineer shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute Material or equipment.

2. Exceed limitations on the Architect/Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.

4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.

5. Advise on or issue directions as to safety precautions and programs in connection with the Work.

6. Participate in specialized field or laboratory test.

13.4 CITY MAY STOP THE WORK

If the Work is Defective Work, or the Contractor fails to perform Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Architect/Engineer, the Contractor shall either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Architect/Engineer, remove it from the site and replace it with non-Defective Work. The Contractor shall bear all direct, indirect

and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE YEAR CORRECTION PERIOD

If, within one year after the date of Final Completion, or such longer period of time as may be prescribed by Laws or Regulations, the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with City's written notification, either correct such Defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, will be paid by the Contractor.

Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of Defective Work the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's inspection, testing, testing, evaluation of and determination to accept such Defective Work. If acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

The schedule of values or price breakdown shall be established as provided in the General Requirements and shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Architect/Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the Architect/Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by partial lien releases and other such supporting documentation as is required by the Contract Documents.

B. The Application for Payment shall identify, as a subtotal, the amount of the Contractor's total earnings to date. No payment shall be made for Materials stored at the site.

C. The net payment due to the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified herein and the total amount of all previous payments made to the Contractor. Retention shall be 10 percent of each approved progress payment until the Work is 50 percent complete and accepted by the City. Retention will then be reduced to five percent of each approved progress payment until the Work is 100 percent complete and accepted by the City.

14.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, Materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City free and clear of all liens no later than the time of payment by the City for such Materials and equipment.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

A. The Architect/Engineer will, within seven Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the Architect's/Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Thirty Days after presentation of the Application for Payment with the Architect's/Engineer's recommendation, the amount recommended will be due, subject to the provisions of this Article.

B. The City may refuse to make payment of the full amount recommended by the Architect/Engineer because claims have been made against the City on account of the Contractor's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a credit against the amount recommended. In that event, the City must give the Contractor written notice within seven Days (with a copy to the Architect/Engineer) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

A. The City shall have the right to take possession of and use or place into service any item of equipment, usable portion of the Work, or partially completed portion of the Work prior to completion of the Work, but such taking, use or possession shall not be deemed an acceptance of any Work not completed in accord with the Contract Documents. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.

B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items of the Work shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of such items of the Work described in the written notice.

C. **The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City and the Contractor's one year correction period shall commence only after the date of Final Completion of the Work**.

14.7 SUBSTANTIAL COMPLETION

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Architect/Engineer in writing that the Work is Substantially Complete and request that the Architect/Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Architect/Engineer shall make an inspection of the Work to determine the status of completion. If the Architect/Engineer does not consider the Work Substantially Complete, the Architect/Engineer will notify the Contractor in writing, giving the reasons therefore. If the Architect/Engineer considers the Work Substantially Complete, the Architect/Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of

Completion signed by the Architect/Engineer and Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all correction Work indicated on the attachment to the Certificate of Substantial Completion and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents required by the Contract Documents, and after the Architect/Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

14.9 FINAL PAYMENT AND ACCEPTANCE

A. If, on the basis of the Architect's/Engineer's observation of the Work during construction and final inspection, and the Architect's/Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Architect/Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect/Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the Architect's/Engineer's recommendation of payment and present the Application to the City for payment.

B. After acceptance of the Work and obtaining the surety's consent to final payment, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated damages, as applicable.

2. Two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion/Notice of Completion which are yet uncompleted or uncorrected, as applicable. All such outstanding Work shall be completed or corrected to the satisfaction of the City promptly within the time stated on the Certificate of Substantial Completion/Notice of Completion, or the Contractor shall waive any

and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.

3. Release of final payment or retainage does not constitute City's approval of the Work.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect/Engineer, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents (final or otherwise), nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

A final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage as applicable, less deductions as applicable and described above. The acceptance by the Contractor of the final payment constitutes a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands against the City for the remainder, if any, of the amounts kept or retained and except pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK BY CITY

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Architect/Engineer or City of a notice of resumption of Work. The Contractor shall be allowed an increase in the Contract Time directly attributable to any suspension.

ARTICLE 16 -- MISCELLANEOUS

16.1 TITLE/OWNERSHIP TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other Materials developed and obtained from excavations and other operations connected with the Work. The Contractor shall deliver such Materials to City at City's request, at a location determined by City, at no cost to City, unless

otherwise specified in the Contract Documents. If the City releases ownership of the Material, it shall become the property of the Contractor, who shall dispose of it in manner satisfactorily to the Architect/Engineer at no extra cost to the City.

16.2 RIGHT TO AUDIT

The City shall have the right to audit the Contractor's books upon reasonable notice. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing all records and documents and other financial data relevant to the Work, and upon request, shall submit true copies of requested records to the City.

16.3 WATER SUPPLY

All water required for testing, flushing and construction shall be the full responsibility of the Contractor in accordance with requirements set forth in the Specifications.

16.4 SALVAGE

Any existing equipment or Material, including but not limited to valves, pipes, fittings, and couplings which is removed as a result of construction under this Project may be designated to the City at a location directed by the Architect/Engineer. Any equipment or Material not worth of salvaging shall be disposed of by the Contractor in a sound environmental manner in an approved final disposal site.

16.5 LIMITATIONS OF OPERATION

The Contractor shall, at all times, conduct the Work in such a manner and in such sequence as will ensure the least practicable interference. The Architect/Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

END OF SECTION

8.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Thomas Good, Director of Public Works, on behalf of Public Works, and Randy Cross, Director of Procurement, on behalf of Procurement

Temp Reso Number: 5972

Item Description: Temp. Reso. No. 5972, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 16-001, ENTITLED "HISTORIC CITY OF MIRAMAR DRAINAGE SYSTEM IMPROVEMENT PROJECT (RE-BID)", LOT 2, TO LANDSHORE ENTERPRISES, LLC D/B/A EROSION RESTORATION, LLC., IN AN AMOUNT NOT-TO-EXCEED $213,337, AND ALLOCATING A 10-PERCENT CONSTRUCTION CONTINGENCY ALLOWANCE OF $21,334, FOR A TOTAL CONTRACT PRICE OF $234,671; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH LANDSHORE ENTERPRISES, LLC D/B/A EROSION RESTORATION, LLC. (Public Works Director Thomas Good and Procurement Director Randy Cross)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: The Public Works Department maintains the canals and lakes east of University Drive. Several of the canal and lake banks are experiencing erosion and failing seawalls.

In 2012, the City retained the services of RJ Behar and Associates to perform an engineering feasibility and needs assessment study (the "Study") of a total of 632 private and City-owned waterfront properties along the City's canal systems. The canals and canal embankments along a total of 119 waterfront properties were listed in poor condition.

In May, 2015, the City through its Public Works Department, with assistance from the Procurement Department, solicited bids for repairs to the 119 properties that were classified as being in poor condition. The City received only one responsive bid, which bid price significantly exceeded the available budget for the project. Staff revaluated the project and determined that it would be beneficial to the City and more attractive to vendors if the project was broken into smaller units for consideration and construction. A rebid package comprised of 25 of the 119 properties, grouped into two lots, Lot 1 and Lot 2, was submitted to the Procurement Department for the rebidding purposes.

On October 18, 2015, the City re-advertised Invitation for Bids No. 16-001, entitled "Historic City of Miramar Drainage System Improvement (Re-Bid) ("IFB"), in a newspaper of general circulation and on DemandStar. The City conducted a pre-bid conference on October 28, 2015, in which three firms participated. On November 17, 2015, the bid opening date, two bids were received and reviewed by the Procurement Department. Public Works Department is recommending award of a contract for only Lot 2, which consists of 12 properties. The Project Manager is Bernard Buxton-Tetteh, Assistant Public Works Director.

This Resolution is for City Commission approval of the award of the IFB to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC as the lowest, responsive and responsible bidder, in the amount of $213,337, and allocating a 10-percent construction contingency of $21,334 for a total contract price of $234,671. This Resolution also seeks authorization for the City Manager to execute an appropriate contract with Landshore Enterprises, LLC.

Instructions for the Office of the City Clerk: Please return all executed originals to the Director of Public Works.

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling $234,671 are budgeted in CIP Project Account No. 415-50-900-538-000-606510-52021, entitled "Historic Miramar Canal-CIP Construction".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5972**
  - **Exhibit A: Proposed Agreement with Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC**
- **Attachment(s)**
  - **Attachment 1: Bid Tabulation Sheet**
  - **Attachment 2: Invitation for Bids No. 16-001**
  - **Attachment 3: Property Matrix Identified in Study**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Thomas Good, Public Works Director
Randy Cross, Procurement Director

DATE: December 23, 2015

RE: Temp. Reso. No. 5972, approving the award of Invitation For Bids No. 16-001 to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC in the amount of $213,337 and allocating a 10-percent construction contingency of $21,334, for a total contract price of $234,671.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5972, approving the award of Invitiation For Bids No. 16-001, entitled "Historic City of Miramar Drainage System Improvement (Re-Bid)" (the "IFB"), Lot 2, to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC (the "Vendor"), in the amount of $213,337 and allocating a 10-percent construction contingency of $21,334 for a total contract price of $234,671.

ISSUE: Pursuant to City Code Section 2-412(a)(1), City Commission approval is required for all expenditures exceeding $50,000 per vendor per fiscal year.

BACKGROUND: The Public Works Department maintains the canals and lakes east of University Drive. Several of the canal and lake embankments are experiencing erosion and failing seawalls.

In 2012, the City retained the services of RJ Behar and Associates to perform an engineering feasibility and needs assessment study (the "Study") of the City's canal systems. The Study included a hydraulic analysis of the canals and an evaluation of the condition of each of the canal embankments along a total of 632 private and City-owned waterfront properties. The Study classified the condition of the embankments of each of the waterfront properties as "Poor", "Medium", or "Good", depending on shoreline conditions as visually observed from boat inspections.

The embankments of 119 waterfront properties were classified as "Poor", 346 were classified as "Medium" and 167 were classified as "Good". The embankments of properties classified as in "Poor" condition were canal embankments that exhibited advanced levels of deterioration, section loss, cracking, undermining and/or scour and were deemed to be in need of significant and immediate attention. The "Medium" condition canal embankments exhibited moderate deterioration while the "Good" embankments exhibited minor or superficial deficiencies.

In May 2015, the City through its Public Works Department, with assistance from the Procurement Department, solicited bids for Geotube installation for repairs to the 119 properties classified as being in poor condition. The City received only one responsive bid, in the amount of $2,782,260, which far exceeded the available budgeted amount of $550,000. Prospective bidders for this project were contacted to determine the reason for their non-response or lack of interest in the City's project. A majority of the vendors listed the large scope of work involved and the difficulty for vendors to obtain performance bonds at the value of the project as reason for their lack of interest in the bid.

Staff reevaluated the project and determined that it would be beneficial to the City and more attractive to vendors if the project was broken into smaller units for repairs. Due to limited funding, the Public Works Department prioritized two areas (Lot 1 and Lot 2) based on their proximity to the canal outfall that discharges into the South Florida Water Management District drainage canal system.

On October 18, 2015, the City re-advertised the IFB in a newspaper of general circulation and on DemandStar. The City conducted a pre-bid conference on October 28, 2015, in which three firms participated. On November 17, 2015, the bid opening date, two bids were received and reviewed by the Procurement Department based on the mimimum qualifications as specified in the IFB, such as submission of licenses and references. The Vendor was the lowest responsive and responsible bidder and is a qualified Broward County Business Enterprise firm. The Project Manager is Bernard Buxton-Tetteh, Assistant Public Works Director.

In Fiscal Year 2015, the City received grant funds from the Florida Department of Environmental Protection ("FDEP") in the amount of $250,000 to be applied to this project. The Public Works Department is recommending award of contract to the lowest responsive bidder for only Lot 2 of the bid due to the limited funds available and also to ensure that the work is completed in a timely fashion in order to meet deadline requirements of the FDEP grant funds.

Funding of $234,671 for these services will be expended utilizing CIP Project Account No. 415-50-900-538-000-606510-52021, entitled "Historic Miramar Canal-CIP Construction".

Temp. Reso. No. 5972
12/23/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 16-001, ENTITLED "HISTORIC CITY OF MIRAMAR DRAINAGE SYSTEM IMPROVEMENT PROJECT (RE-BID)", LOT 2, TO LANDSHORE ENTERPRISES, LLC D/B/A EROSION RESTORATION, LLC., IN AN AMOUNT NOT-TO-EXCEED $213,337, AND ALLOCATING A 10-PERCENT CONSTRUCTION CONTINGENCY ALLOWANCE OF $21,334, FOR A TOTAL CONTRACT PRICE OF $234,671; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH LANDSHORE ENTERPRISES, LLC D/B/A EROSION RESTORATION, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department maintains the City's total 632 private and City-owned waterfront properties canal systems east of University Drive; and

WHEREAS, in 2012, the City retained the services of RJ Behar and Associates to perform an engineering feasibility and needs assessment study (the "Study") of a total of 632 private and City-owned waterfront properties along the City's canal systems, which Study included a hydraulic analysis of the canals and an evaluation of the condition of each of the canal embankments; and

WHEREAS, the study classified the condition of 119 properties as "Poor", 346 properties as "Medium" and 167 properties as "Good"; and

WHEREAS, in May, 2015, the City through its Public Works Department, with assistance from the Procurement Department, solicited bids for Geotube installation for repairs to the 119 properties classified as being in poor condition; and

WHEREAS, the City received only one responsive bid which significantly exceeded the available budgeted funds for the project; and

WHEREAS, staff revaluated the project and determined that it would be beneficial to the City and more attractive to vendors if the project was broken into smaller units for repairs; and

WHEREAS, the Public Works Department prioritized two areas (Lot 1 and Lot 2) based on their proximity to the canal outfall that discharges into the South Florida Water Management District drainage canal system; and

WHEREAS, on October 18, 2015, Invitation for Bids No. 16-001, entitled "Historic City of Miramar Drainage System Improvement (Re-Bid)" (the “IFB”), was re-advertised in a newspaper of general circulation and on DemandStar; and

WHEREAS, the City conducted a pre-bid conference on October 28, 2015; and

WHEREAS, two firms responded to the IFB as of the due date of November 17, 2015 and bids were reviewed by the Procurement Department; and

WHEREAS, in Fiscal Year 2015, the City received grant funds from the Florida Department of Environmental Protection in the amount of $250,000 to be applied to this project; and

WHEREAS, the City Manager recommends approving the award of the IFB for Lot 2 to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC in the amount of $213,337, and allocating a 10-percent construction contingency of $21,334 for a total contract price of $234,671; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the award of the IFB for Lot 2 to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC in the amount of $213,337 and allocation a 10-percent construction contingency of $21,334 for a total contract price of $234,671, and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit “A” attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of Invitation for Bids No. 16-001, entitled "Historic City of Miramar Drainage System Improvement (Re-Bid)" , to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC.

Section 3: That the City Manager is authorized to execute an agreement with Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC in the form attached hereto as Exhibit “A”, together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA

AND

LANDSHORE ENTERPRISES, LLC d/b/a EROSION RESTORATION

FOR CITY OF MIRAMAR HISTORIC MIRAMAR DRAINAGE SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Landshore Enterprises, LLC d/b/a Erosion Restoration (the "Contractor"), a Florida corporation, whose address is 5601 Powerline Road, Suite 301, Fort Lauderdale, Florida 33309.

WITNESSETH:

WHEREAS, on October 18, 2015, the City re-issued Invitation for Bids No. 16-001 (the "IFB") for the construction of the **Historic Miramar Drainage System Improvements Project, Lot 2** (the "Work", "Project" or "Services"), and desires to engage the Services of Contractor; and

WHEREAS, on January 27, 2016, the City Commission adopted Resolution No. _____, approving the award of the IFB to the Contractor as the lowest responsive, responsible Bidder; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the Invitation for Bids attached hereto and all terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings

indicated in the IFB or in the General Terms and Conditions attached hereto and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the Contract Documents entitled: "**City of Miramar – Historic Miramar Drainage System Improvements Project**". The Work includes but is not limited to the furnishing of all equipment, Materials, supplies, and manufactured articles and for furnishing all transportation and Services, including fuel, power, water, and essential communications, and for the performance of all labor, Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, Materials and Services not expressly shown or called for in the Contract Documents that may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

ARTICLE 3
CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within ten (10) Days from the commencement date. The Work shall be Substantially Complete within 180 calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 195 calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry

practices.

4.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;

B. Is experienced in all aspects of the Work required for projects similar to the Project;

C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

D. That no employee or affiliate of the Contractor, including all Subconsultant(s), Subcontractor(s) and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5
TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City $1,000.00 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and $500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7
CONTRACT PRICE

City shall pay Contractor Two Hundred Thousand, Three Hundred and Thirty Six Dollars and Eighty-One cents $(213,336.81) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8
PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9
INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or

Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;

C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of $100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

ARTICLE 10
TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

A. Declare bankruptcy, become insolvent, or assign its assets for the

benefit of its creditors;

B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;

C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;

D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;

E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or

F. Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto, and the following:

- All Change Orders which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12
ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 13
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 14
AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

14.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

14.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 15
AWARD OF AGREEMENT

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 16
PUBLIC RECORDS

16.1 Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts,

pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law.

16.2 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by or in the possession or control of Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven Days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. 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.

ARTICLE 17
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

17.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

17.3 The knowing employment by Contractor or its Subcontractor(s) or

Subconsultant(s) of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 18
CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor**,** and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 19
INSURANCE

Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
  $1,000,000 each occurrence, $2,000,000 general aggregate;
- Products and Complete Operations Aggregate, $2,000,000;
- Personal Injury and Advertising Injury, $1,000,000;
- Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence;
- Property Damage, $500,000 each occurrence or combined single limit of $1,000,000 each occurrence;
- Automobile Liability, $1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability, $1,000,000 each accident, $1,000,000 each employee for injury by disease, $1,000,000 aggregate for injury by disease.

The City shall be named as additional insured on the general liability certificates and endorsements with waiver of subrogation in its favor. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 20
INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 21
REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 22
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 23
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 25
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 26
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 27
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Robert Negron, COO
Landshore Enterprises, LLC
5601 Powerline Road, Ste 301
Fort Lauderdale, Florida 33309
Telephone: 954-327-3300
Fax: 954-533-1556

TO THE CITY OF MIRAMAR:

ATTN: Kathleen Woods Richardson, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 28
CITY'S OWN FORCES

28.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

28.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 29
LIMITATION OF LIABILITY

29.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on 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 fee paid to Contractor herein, less any sums paid by the City. 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 to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

29.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by 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 the City's liability as set forth in Section 768.28, Florida Statutes.

29.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 30
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 31
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, 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.

ARTICLE 32
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor(s) or Subconsultant(s), manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor(s) or Subconsultant(s) and Suppliers of the assignments.

ARTICLE 33
DISPUTE RESOLUTION

33.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

33.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

ARTICLE 34
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35
SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 36
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

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

ATTEST:

_____
Denise A. Gibbs, City Clerk

THE CITY OF MIRAMAR

_____
Kathleen Woods-Richardson, City Manager

Date: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date:_____

ATTACHMENT 1

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

IFB 16-001

Historic City of Miramar Drainage System Improvement

Closing Date 11/17/2015

Company Name	Lot 1	Lot 2
	IFB	
LandShore Enterprises	$362,287.55	$213,336.81
Shoreline Foundation	$629,100.00	$379,800.00

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Opened by:

ATTACHMENT 2

CITY OF MIRAMAR

Historic City of Miramar Drainage System Improvement Project (Re-bid)

INVITATION FOR BIDS NO. 16- 001

The City of Miramar Commission:

Wayne M. Messam	**Mayor**
Darline B. Riggs	**Vice Mayor**
Yvette Colbourne	**Commissioner**
Winston F. Barnes	**Commissioner**
Maxwell B. Chambers	**Commissioner**
Kathleen Woods-Richardson	**City Manager**

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: October 18, 2015
DATE OPENS: November 17, 2015 at 2:00 P.M.

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END OF SECTION

ATTACHMENTS

ATTACHMENT 1 – LOCATION MAP

ATTACHMENT 2 – DETAIL SHEET

END OF SECTION

SECTION 00100 – PUBLIC NOTICE INVITING BIDS

CITY OF MIRAMAR
CITY OF MIRAMAR HISTORIC DRAINAGE SYSTEM IMPROVEMENT SYSTEM PROJECT (RE-BID)

INVITATION FOR BIDS NO: 16-001

RECEIPT OF BIDS: Sealed Bids will be received at the Office of the City Clerk of the City of Miramar, located at 2300 Civic Center Place, Miramar, Florida 33025, until 2:00 P.M. November 17, 2015.

OPENING OF BIDS: Immediately after the Due Date and Time for receipt of Bids, the sealed Bids will be publicly opened and read.

DESCRIPTION OF WORK: The Work to be performed under this Contract shall consist of furnishing all equipment, Materials, supplies, and manufactured articles and for furnishing all transportation and Services, including fuel, power, water, and essential communications, and for the performance of all labor, Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

SITE OF WORK: See Attachment 1 - Location Map.

PRE-BID CONFERENCE: The City will hold a pre-bid conference in the Public Works Department Conference Room, located at 13900 Pembroke Road, 2nd Floor, Miramar, Florida 33025 on October 28, 2015 at 10:00 A.M.

PROJECT ADMINISTRATION: All questions shall be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025; 954-602-3121, no later than November 4, 2015 at 4:00 P.M.; email address: aayum@miramarfl.gov.

COMPLETION OF WORK: The Work shall be substantially completed within 180 calendar Days after the issuance of Notice to Proceed ("NTP") and completed for full acceptance within 195 calendar Days after issuance of the NTP.

SOLICITATION DOCUMENTS: The Contract Documents are entitled "**City of Miramar Historic Drainage System Improvement Project (Re-Bid), Invitation for Bid No. 16-001**." The Contract Documents may be obtained at no charge from DemandStar.com.

BID SECURITY: Bids shall be accompanied by a certified or cashier's check, or Bid Bond, in the amount of five percent of the Total Bid Price, payable to the City of Miramar, Florida, as a guarantee that the Bidder, upon acceptance, will promptly execute the Agreement and complete the Work in accordance with the Contract Documents and the Total Bid Price stated in its Bid submittal. Bids shall not be considered unless one of the previously stated forms of Bidder's security is enclosed with the Bid.

SOLICITATION TIMETABLE:
The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as

follows:

IFB Advertised	October 18, 2015
Pre-bid conference held in the Public Works Conference Room, 2nd Floor, 2200 Civic Center Place, Miramar, Florida	October 28, 2015, at 10:00 A.M.
Deadline for written questions	November 4, 2015 at 4:00 P.M.
Due Date and Time for Bids	November 17, 2015 at 2:00 P.M.

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all Bids, to waive any informality in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder and as deemed in the best interest of the City.

SECTION 00100 – INSTRUCTIONS TO BIDDERS

IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO THE CITY OF MIRAMAR, OFFICE OF THE CITY CLERK, ON OR BEFORE:

BIDS DUE: November 17, 2015 AT 2:00 P.M.

INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL <u>INVITATION FOR BIDS</u>

1. All Bids must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing. The original document package must not be bound, but the document package copies should be individually bound.

2. Bidders must submit one unbound, one-sided original, and one two-sided bound copy **(**for **a total of two) and one CD or USB containing an electronic version** of the complete Bid to the City of Miramar ("City") by the Bid Due Date and Time.

3. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.

4. The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.

5. The original and all copies of the Bid must be packaged in an envelope or container and submitted to the City at the following address:

OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

6. Bidders must include the following information clearly marked on the face of the envelope or container:

   a) Bidder's name, return address and telephone number;
   b) Solicitation number;
   c) Solicitation Due Date and Time; and
   d) Title of the Solicitation.

7. Hand-carried Bids may be delivered during the City's regular business hours, Mondays through Thursdays, excluding holidays observed by the City, but not beyond the Due Date and Time.

8. Bids submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall contain the information stated in paragraph 6 above.

9. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required, previously stated information appears on the outer package or envelope used by such service.

BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL NOT BE CONSIDERED.

THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUESTED SERVICES AND/OR PROVIDE THE REQUIRED GOODS, AT THE STATED PRICE. NO RESPONSE BY THE CITY, HOWEVER, SHALL BE CONSIDERED AN ACCEPTANCE UNLESS AND UNTIL A CONTRACT IS EXECUTED BY THE SUCCESSFUL BIDDER AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF APPLICABLE. BIDS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS FROM THE DUE DATE AND TIME.

END OF SECTION

SECTION 00200 - GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in this Invitation for Bids or attached or related documents, including exhibits, the following terms have the meanings indicated:

The term “Addenda” shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term “Application for Payment” shall mean the form furnished by the Engineer that is to be used by the Contractor to request progress or final payment, and includes such supporting documentation as is required by the Contract Documents.

The term "Bid" shall mean any offer or bid submitted in response to this Invitation for Bids.

The term “Bidder” shall mean anyone submitting a Bid in response to this Invitation for Bids.

The term “Bonds” shall mean the Bid, performance, and payment bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform.

The term “Change Order” shall mean a document which is signed by the Contractor and the City and authorizes an adjustment in the Work, Contract Price and/or Contract Time.

The term “City” shall mean the City of Miramar, Florida, or its City Commission, as applicable.

The term “City Commission” shall mean the governing and legislative body of the City.

The term “City Manager” shall mean the Chief Administrative Officer of the City.

The term “Construction Change Directive” shall mean a written order prepared by the Engineer and signed by the City directing a change in the Work, the Contract Time and/or Contract Price.

The term “Consultant” shall mean the Architect or Engineer of record or other Consultant engaged by the City.

The term “Contract Documents” shall mean the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), information required of Bidder, Bid Bond, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Special Conditions(if any), Technical Specifications, Drawings, and all Addenda and Change Orders.

The term “Contract” shall mean the Agreement inclusive of all documents which may result from this Invitation for Bids.

The term “Contract Price” shall mean the original amount established in the Bid submittal and award by the City, as may be amended by Change Order.

The term “Contract Time” shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term “Contractor” shall mean the Successful Bidder with whom the City has entered into the Contract.

The terms “CBE” or “SBE” Firm is defined as a Small Business Enterprise (“SBE”) or a County Business Enterprise (“CBE”) which has a Broward County Business Tax Receipt, is located and doing Business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term “Day” shall mean a calendar day of 24 hours measured from midnight to 11:59 P.M.

The term “Defective Work” shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term “Drawings” shall mean the drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work and which have been prepared by the City or City’s Consultant and are referred to in the Contract Documents. Shop Drawings are not drawings.

The term “Due Date and Time” shall mean the due date and time listed in the Solicitation.

The term “Effective Date of the Agreement” shall mean the date on which the Agreement becomes effective, as indicated in the Agreement. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The terms “Engineer”, “Architect” or “Architect/Engineer” shall mean the City’s engineer or architect.

The term “Field Order” shall mean a written order that orders minor changes in the Work, but that does not involve a change in the Contract Price or Contract Time.

The term “Final Completion” shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied, any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Contractor have been received by the City, and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term “Force Majeure” shall mean an act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, blockage or insurrection, riot, civil disturbance, or act of terrorism.

The term “General Requirements” shall mean Division 1 of the Technical Specifications.

The term “Goods” shall mean all Materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The term “Inspector” shall mean an authorized representative of the Consultant or the City assigned to make necessary inspections of Materials furnished by the Successful Bidder and of the Work performed by the Successful Bidder.

The terms “Invitation for Bids”, “IFB”, or “Solicitation” shall mean this Invitation for Bids, including all Exhibits and Attachments as approved by the City and amendments or Addenda issued by the Procurement Department.

The terms “Laws and Regulations”, or “Laws” or “Regulations” shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term “Local Business” shall refer to a firm that is domiciled and doing business within the City of Miramar City limits and complies with all City of Miramar licensing requirements, and is current on all City taxes.

The term “Materials” shall mean materials incorporated in this Project, or used or consumed in the performance of the Work.

The term “Notice of Intent to Award” shall mean the written notice by the City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent within the time specified, the City may enter into a Contract.

The term “Notice to Proceed” shall mean any written notice issued by the City to the Successful Bidder authorizing the Successful Bidder to proceed with the Work.

The term “Partial Utilization” shall mean placing a portion of the Work in Service for the purpose for which it is intended prior to Substantial Completion.

The term “Plans” and/or “Drawings” shall mean the official graphic representations of this Project.

The term “Procurement Department” shall mean the City of Miramar Procurement Department.

The terms “Provider” or “Successful Bidder” shall mean the Bidder receiving an award pursuant to this Invitation for Bids.

The term “Resident Project Representative” shall mean the authorized representative of the Engineer who is assigned to the site or any part thereof.

The term “Shop Drawings” shall mean the drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor and submitted by the Contractor to illustrate some portion of Work and all illustrations, brochures, standard schedules, performance

charts, instructions, and diagrams to illustrate Material or equipment for some portion of the Work.

The terms “Specifications” or “Technical Specifications” shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The term “Subcontractor” shall mean any person, firm, entity, or organization, other than the employees of the Successful Bidder, who contract with the Successful Bidder to furnish labor and/or Materials to the City, whether directly or indirectly, on behalf of the Successful Bidder.

The term “Substantial Completion” shall mean the date when all conditions and requirements of permits and regulatory agencies have been satisfied, and when the Work has progressed to the point where Work is sufficiently complete, in accordance with the Contract Documents, so that the Work is available for beneficial occupancy and can be utilized for the purposes for which it is intended. Specifically, in order to achieve Substantial Completion, Contractor must achieve the following minimum requirements:

a) Elements, such as site cleanup, restoration (including without limitation removal of all construction trailers, coverings, protections, excess Materials, rock, sand, paving, debris, supplies, equipment, scaffolding, and temporary structures), paving, parking, landscaping, exterior building finishes, the interior spaces and finishes of the Work, and all mechanical, electrical, plumbing and technical systems, as well any fire and life safety systems, and the entire parking areas, are fully operational and are ready for use or occupancy;

b) The Work is ready for occupancy, completed in accordance with all plans, Specifications and manufacturer’s requirements and all persons or entities having jurisdiction over the Project that have issued the appropriate permits and authorizations for the construction of the Project have issued final inspections and approvals and certificates of completion and / or occupancy; and

c) A Certificate of Substantial Completion issued by the Engineer and signed by the City, if applicable to the Project, must be issued for Substantial Completion to be achieved; the issuance of a Temporary Certificate of Occupancy or Completion, or a Certificate of Substantial Completion issued by the Engineer and signed by the City, are not determinative of the achievement or date of Substantial Completion.

The term “Supplier” shall mean a manufacturer, fabricator, supplier, distributor, Material man, or vendor.

The term “Surety” shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Bidder who is primarily liable and which surety company or individual is responsible for the Successful Bidder’s

satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

The term "Underground Utilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Contractor to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Work Days only. No time extension will be allowed for weekend rains.

The term "Work Day" shall be as defined in Section 10-114 of the City of Miramar Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms "Work", "Scope of Work", "Scope of Services", "Services", "Program", "Project", or "Engagement" shall mean all matters and things and includes all labor, Materials, equipment and services that are required to be provided by the Successful Bidder in accordance with this Solicitation.

2.02 AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained at www.DemandStar.com.

Bidders who obtain copies of this Solicitation from sources other than DemandStar risk failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process.

2.03 CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence**." From the time of advertising and until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This prohibition does not apply to oral communications at pre-bid conferences; oral presentations before selection committees; Contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission on matters not concerning this Solicitation.

Any questions, explanations, or other requests by any Bidder regarding this Solicitation must be requested in writing to the City's Procurement Department at the address noted below. In addition to other penalties, violation of these provisions may render a Bid "Non-Responsive"

and an award to a Bidder voidable.

The address, telephone number and fax number for the Procurement Department is:

2200 Civic Center Place
Miramar, FL 33025
Office: (954) 602-3311
Fax: (954) 602-3491
Email: aayum@miramarfl.gov

2.04 CONTENTS OF BID

a) General Conditions.

1) It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.

b) Bidder's examination of Solicitation Documents and site.

It is the responsibility of each Bidder before submitting a Bid to:

1) Examine the Solicitation documents thoroughly;

2) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work;

3) Consider the Laws and Regulations that may affect cost, progress, or performance of the Work;

4) Study and carefully correlate the Bidder's observations with the Contract Documents; and

5) Notify the City of all conflicts, errors, or discrepancies in the Contract Documents.

c) Underground Utilities.

Information and data reflected in these Solicitation documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the City by the owners of such Underground Utilities or others. The City does not assume responsibility for the accuracy or completeness of this information or data.

d) Bidders Examinations.

Before submitting a Bid, each Bidder shall (or be deemed to have), at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of this Solicitation.

e) Access.

Upon advance written request, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill any and all holes and shall clean and restore the site to its former condition upon completion of such explorations.

f) Necessary Lands.

The lands upon which the Work is to be performed, rights-of-way and easements for access (as applicable) and other lands designated for use by the Successful Bidder in performing the Work are identified in this Solicitation. All additional lands and access thereto required for temporary construction facilities or storage of Materials and equipment are to be provided by the Successful Bidder. Easements for permanent structures or permanent changes in existing structures (as applicable) are to be obtained and paid for by the City unless otherwise provided in this Solicitation.

g) Representations by the Bidder.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Solicitation, and that without exception the Bid is premised upon performing the Work required by this Solicitation and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by these Solicitation documents, and that the Solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

h) Requests for Additional Information and Amendments.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. Requests must be received by the Procurement Department by the Due Date and Time stated in the Solicitation Timetable. Any requests received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address,

telephone number, fax number and e-mail address.

2) Responses to any inquiry shall be made by the Procurement Department, by written amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Bidder shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

3) It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid forms. It is the Bidder's further responsibility to verify with the Procurement Department, before submitting a Bid, that all amendments have been received. Bidders shall submit the Bid form entitled "**ADDENDA ACKNOWLEDGEMENT FORM**" with their Bids.

i) Conflicts in this Solicitation.

Where there appears to be a conflict in the Scope of the Work or other detail, the conflict shall be resolved by the latest dated document issued by the City taking precedence. Additionally, to the extent the following is applicable, the order of precedence shall be as follows:

1. Change Orders;
2. Agreement;
3. Addenda;
4. Contractor's Bid;
5. Solicitation, general provisions;
6. General Conditions;
7. Technical Specifications;
8. Referenced Standard Specifications; and
9. Drawings.

j) Prices Contained in this Solicitation.

1) Prompt Payment Terms. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price for Bid tabulation purposes.

2) If the Bidder fails to provide a discount for prompt payment, it is understood and agreed that the payment terms will be NET 30 DAYS, effective after receipt by the City of an approved Application for Payment, invoice or final acceptance, whichever is later.

2.05 PREPARATION AND SUBMISSION OF BID

a) Preparation and Submission.

1) The Bid forms shall be used when submitting a Bid. Use of any other forms shall result in the Bid being deemed “Non-Responsive”.

2) The Bid will either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and the authorized agent shall initial, in ink, all corrections made by the Bidder. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

3) For a unit price Bid, where there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

4) The Bidder shall not charge tax to the City, as the City is exempt from all state, excise, federal and local sales tax. Any taxes on Materials and/or supplies which are purchased by the Bidder are the responsibility of the Bidder. Taxes must be incorporated in the Bid price, not as a separate item. Notwithstanding the foregoing, the City may be subject to applicable taxes on Goods purchased for the purpose of resale. Upon request, the City will provide a tax exemption certificate, if applicable.

5) Any telegraphic or facsimile Bid shall **not** be considered.

6) The Bidder shall incorporate in its Bid price all costs related to this Solicitation.

7) The silence of the Specifications regarding any details or the omission from the Specifications of a detail shall be regarded as meaning that only the best commercial practices are to prevail, and that only Materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon this basis.

b) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity submitting a Bid or assisting in the performance of Work that has an officer, director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

c) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, “[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of

real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Bidders shall submit a signed and notarized statement with their Bids on the form entitled "**PUBLIC ENTITY CRIMES**."

d) Preference for CBE or SBE Firms and Local Bidders.

1) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or proposals for commodities, Services and construction.

2) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services and construction.

3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or proposals for commodities, Services and construction.

e) Drug-free Workplace Preference.

All public Bids are subject to the City of Miramar "Preference to Businesses with Drug-free Workplace Program" Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled "**DRUG FREE WORKPLACE AFFIDAVIT**."

f) Anti-Kickback Affidavit.

All Bidders shall submit the duly signed and notarized Bid Form entitled "**ANTI-KICKBACK AFFIDAVIT**."

g) Antitrust Laws.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with all antitrust Laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

h) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time during the Solicitation process.

i) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidders shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot lawfully be used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized Bid Form entitled "**NON-DISCRIMINATION AFFIDAVIT**."

k) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey before being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled "**BUSINESS/VENDOR PROFILE SURVEY**."

l) Non-Collusive Affidavit.

All Bidders shall affirm that they shall not: (i) collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted, or to refrain from offering a Bid in connection with such Work; or (ii) in any manner, directly or indirectly, seek by person to fix the price or prices in the

Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed and notarized Bid form entitled "**NON-COLLUSIVE AFFIDAVIT**."

m) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled "**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**."

n) Florida Trench Safety Act.

All Bidders shall submit the duly signed and notarized Bid form entitled "**TRENCH SAFETY ACT COMPLIANCE STATEMENT**."

2.06 MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Due Date and Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall set forth the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Due Date and Time for Bids.

b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by a notarized written communication from an authorized agent or principal of the Bidder delivered to the Office of the City Clerk **prior** to the Due Date and Time for submission of Bids.

2.07 LATE BIDS AND REQUESTS FOR WITHDRAWALS AFTER BID OPENING

Bids will **not** be accepted by the City Clerk after the Due Date and Time for Bids. Requests received for withdrawals of Bids after the Due Date and Time for Bids, but prior to the expiration of 180 calendar Days after the Due Date and Time for Bids, shall **not** be considered.

2.08 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any

and all Bids, re-advertise this Solicitation, postpone or cancel at any time this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received.

2.09 COSTS OF BIDS

All expenses involved with the preparation and submission of Bids to the City shall be borne by the Bidder. **No** payment shall be made for any responses received or effort made by the Bidder relative to providing the Bid.

2.10 ORAL PRESENTATIONS

Not applicable to this Solicitation.

2.11 BID SECURITY, BONDS, AND INSURANCE

Each Bid shall be accompanied by a certified or cashier's check, or approved Bid Bond, in the amount stated in this Solicitation. The check or Bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into a Contract with the City, and will furnish the necessary insurance certificates and Bonds described in the General Requirements. In case of refusal or failure to enter into the Contract, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form in this Solicitation. Within 30 Days after execution of the Contract, the City will return the Bid securities accompanying the Bids that are not awarded the Contract.

2.12 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are advised that all information submitted as part of or in support of Bids will be available for public inspection and/or copying after opening of the Bids, in compliance with Chapter 119, Florida Statutes, also known as the “Public Records Law.” Any person wishing to view the Bids must make an appointment by calling the Procurement Department at (954) 602-3052.

All Bids submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid. Acceptance or rejection of any Bid shall not nullify the City’s rights hereunder. Bidders must clearly notify the City within the Bid when submitting a Bid with any proprietary information.

2.13 EVALUATION OF A BID

a) Rejection of Bid.

1) The City may reject any Bid and award to the next lowest responsive,

responsible Bidder whose Bid is in the best interest of the City; or the City may award any portion of a Bid or the City may reject and re-advertise for all or any part of this Solicitation whenever it is in the best interest of the City to do so. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if prices are not reasonable, or if they exceed the City's budget for the Project, as determined by the City.

3) The City may reject any part of this Solicitation or award any part, whenever it is deemed in the best interest of the City.

b) Elimination from Consideration.

No Contract shall be awarded to any person who or any firm which is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance with sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Work if awarded this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder has the capabilities required and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of the Bidder, including past performance and experience with the City and any other governmental or private entity in making the award of any Contract.

3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, Supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, whether financial or otherwise, pertaining to and resulting from any Contract award.

5) In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information as

to whether the Bidder can perform the Contract within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of performance of previous contracts of a similar nature; the previous and existing compliance by the Bidder with laws and ordinances relating to any other contract; the Bidder's record with environmental regulations; and the claims and litigation history of the Bidder.

2.14 AWARD OF AN AGREEMENT

a) AGREEMENT.

The Successful Bidder will be the lowest responsible, responsive Bidder(s) per Lot that meet the minimum qualifications and whose Bid(s) will be most advantageous to the City and who will be required to execute an Agreement in accordance with this Solicitation and the Bid. This Solicitation contains the "**AGREEMENT**". After award, a Contract similar to the Agreement in this Solicitation, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Bidder pursuant to this Solicitation until the Agreement has been executed by both parties thereto. A written Notice to Proceed issued to the Successful Bidder by the City is the sole document authorizing the commencement of activities under the Agreement.

b) Voluntary Reduction in Price.

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

c) Additional Information.

The award of a Contract may be preconditioned on the submission of other documents. The apparent Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the apparent Successful Bidder is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next lowest, responsive, responsible Bidder whose Bid is in the best interest of the City. In such event, the apparent Successful Bidder shall be declared "Non-Responsive" and shall forfeit its Bid Bond to the City.

d) Independent Contractor.

The Successful Bidder shall be a Contractor operating independently from the City. All employees and Contractors of the Successful Bidder shall be considered to be, at all times, employees or Contractors of the Successful Bidder

and not an employee, Contractor, or agent of the City. Nor shall employees and Contractors of the Successful Bidder enjoy any privity of Contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and Contractors. The City may require the Successful Bidder to remove any employee or Contractor that the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of Services to the City is not in the best interest of the City. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

e) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 90 calendar Days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Bidder in writing of such extensions. Additional extensions beyond the first 90 Day extension may occur if the City and the Successful Bidder are in mutual agreement of such extensions.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder's guidance and to assist the City in evaluation purposes only. No guarantee is expressed or implied as to quantities or dollars that will be used or ordered during the term of any Contract. The City is not obligated to place any order for a given amount during the term of any Contract.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract award does not provide exclusive rights to the Successful Bidder to receive all orders that may be generated by the City in connection with the types of Goods and/or Services requested herein.

i) Limited Contract Extension.

Any specific Work assignment which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

2.15 RIGHT OF APPEAL

a) After a Notice of Intent to Award the Contract is posted by the City on the City Clerk's Notice Board and on the City's website, www.ci.miramar.fl.us/cityclerk/sunshine, any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may protest to the City's Chief Procurement Officer. A protest must be filed within seven Days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest containing the above information in full, including the deposit described below, is received by the City's Chief Procurement Officer.

b) The City requires a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one percent of the amount of the pending award or $5,000.00.

2.16 BIDDER / CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder shall comply with all Laws and Regulations applicable to the Goods and/or Services required or sought by this Solicitation. The Bidder is presumed to be familiar with all federal, state and local Laws, ordinances, codes and Regulations that may in any way affect the Goods and/or Services offered or required.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Plans or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

2.17 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

a.) All Contracts with the City for purchase of supplies, Materials, or Services, including professional Services involving the expenditure of $25,000.00 or more, shall require that the Bidder submit with its Bid a listing of all first-tier Subcontractors who will perform any part of the Contract Work and all Suppliers who will supply Materials for the Work directly to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute Subcontractors or Suppliers from those listed in the Bid except upon written approval of the City.

b.) All Bidders shall submit the completed Bid form entitled "**INFORMATION**

REQUIRED OF BIDDER LIST OF SUBCONTRACTORS" with their Bid. Failure to comply with this requirement shall render the Bid "Non-Responsive."

2.18 CONTRACTOR MINIMUM QUALIFICATIONS

a.) At the time of Bid opening, and throughout the term of any Agreement awarded under this Solicitation document, the Successful Bidder shall be fully qualified and licensed to perform the Scope of Work described herein.

b.) The Successful Bidder shall submit four projects in Florida comparable in size and complexity to this Project within the last three years that will qualify the Bidder to perform the Services requested in this Solicitation.

2.19 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation and shall not be taken by a Bidder. Taking exceptions in the Bid may render the Bid Non-Responsive.

END OF SECTION

SECTION 00300 - BID FORMS

BID TO: The City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
City Clerk's Office

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar Bid No. IFB 16-001 to perform the Work as specified or indicated in the Solicitation entitled: "**City of Miramar Historic Drainage System Improvements Project (Re-bid)**."

2. Bidder accepts all of the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter into a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.

4. Bidder has examined copies of all the Solicitation Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws 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 the City.

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

All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: _____ BIDDER: _____

BY: _____
(Signature)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

_____

(Company Name)

_____

(Signature)

_____

(Printed Name and Title)

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

CITY OF MIRAMAR – HISTORIC DRAINAGE SYSTEM IMPROVEMENT PROJECT (RE-BID)
IFB NO. 16-001

SCHEDULE OF BID PRICES

The Price for each listed property shall include the cost for all Work, Material, labor and equipment necessary to complete installation of Geo-tubes as detailed in the Technical Specifications.

Item Description	Unit	Quantity	Unit Cost	Extended Cost
LOT 1				
Mobilization	LS	1		
3432 Hibiscus Pl.	LS	1		
3600 Hibiscus Pl.	LS	1		
3616 Hibiscus Pl.	LS	1		
3450 West Lake Pl.	LS	1		
6736 Dogwood Dr.	LS	1		
6756 Dogwood Dr.	LS	1		
6760 Dogwood Dr.	LS	1		
3613 SW 68th Ave.	LS	1		
Ficus Dr. Cul-de-sac	LS	1		
3901 SW 67th Terr.	LS	1		
4004 S Lake Terr.	LS	1		
3925 SW 67th Terr.	LS	1		
6712 Ixora Dr.	LS	1		
Clean Sand Contingency Allowance	CY	300		
Subtotal – Lot 1				

Item Description	Unit	Quantity	Unit Cost	Extended Cost
LOT 2				
Mobilization	LS	1		
3805 E Lake Pl.	LS	1		
3809 E Lake Pl.	LS	1		
3813 E Lake Pl.	LS	1		
3817 E Lake Pl.	LS	1		
3908 E Lake Rd.	LS	1		
6641 Emerald Lake Dr.	LS	1		
3901 S Lake Terr.	LS	1		
3829 S Lake Terr.	LS	1		
3824 E Lake Ter.	LS	1		
6700 Ficus Dr.	LS	1		
6704 Ficus Dr.	LS	1		
6708 Ficus Dr.	LS	1		
Clean Sand Contingency Allowance	CY	300		
Subtotal – Lot 2				

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, F.S. 553.60-64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

We understand that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

We understand that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. We further understand that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order.

We understand that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER
LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

Work to be Performed	Subcontract or License Number	Percent of Total Contract	Subcontractor's Name and Address
1.			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of equipment/Material listed on this form by circling one of the listed Suppliers below for each type of equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter “A”). Should a Bidder circle more than one named item in any category, it agrees to furnish the first circled Supplier.

In addition, where noted on the list, the Bidder must provide a price for the equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in the technical Specifications, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

Equipment/Material Item	Supplier
_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____

END OF DOCUMENT

"OR EQUAL"SUPPLIER / MATERIAL SUPPLIER LIST:

The Bidder proposes the following "or equal" Suppliers for the equipment or Material categories so identified:

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1._____	_____	_____
2._____	_____	_____
3._____	_____	_____
4._____	_____	_____
5._____	_____	_____

The acceptance of equipment or Materials by the proposed "or equal" Suppliers shall be at the sole discretion of the City based on the SUBSTITUTES OR "OR EQUAL" ITEMS requirements of the General Conditions. Note that only one "or equal" Supplier may be proposed per equipment or Material Item. In the event that the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.

END OF DOCUMENT

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, 6, 7 or 8 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all of the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:

_____

_____

_____

(2) CONTRACTOR'S telephone number:_____

(3) CONTRACTOR'S license: Primary classification:_____

State License No. and Expiration Date:_____

Supplemental classification 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:_____ Date of Inspection:_____

_____

(5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract:_____

_____

(6) **ATTACH TO THIS BID** the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.

(7) **ATTACH TO THIS BID** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

Project	Contract Price	Name, address and telephone number of Owner
1.		
2.		
3.		

END OF DOCUMENT

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated _____, 20___.

For:

_____

_____

NOW, THEREFORE,

(a) if said Bid shall be rejected, or

(b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ day of _____, 20___, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____	_____
Witness	(Individual or Partnership Principal)
_____	_____
Witness	(Business Address)
	_____
	(City, State, Zip)
	_____
	(Business Phone)

ATTEST:

_____	_____
Secretary	(Corporate Principal)*
	By:_____
	_____
	(Title)

ATTEST:

_____	_____
Secretary	(Corporate Surety)*
*Impress Corporate Seal	By:_____

<u>IMPORTANT:</u> Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF DOCUMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid amount herein will be paid to any employees of the City of Miramar or its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

DATED: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

   by _____

   for _____

   whose business address is_____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

   _____

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length

agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

   ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

   ____ The entity submitting this sworn statement in accordance with in Section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract for the public agency. The discriminatory vendor list is maintained by the Florida Department of Transportation and is posted on their website.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DATED: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT (IF APPLICABLE)

Project Name: **CITY OF MIRAMAR HISTORIC MIRAMAR DRAINAGE SYSTEM (RE-BID) IMPROVEMENTS PROJECT**

Project Number: **City Bid No. 16-001**

Project Location: _____

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Miramar, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650, Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this Project's base Bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard, Standard 29 C.F.R. s. 1926.650, Subpart P. I will comply with the Trench Safety Act, and I will design and provide safety systems at all trench excavations in excess of five feet in depth for this Project.

2. The estimated cost imposed by compliance with the Trench Safety Act will be:

_____ Dollars $_____
(Written) (Figures)

3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

Certified: _____
(Company Contractor)

By:_____
(President/ Principal's Signature)

_____
(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

_____, being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid 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 Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered
In the presence of:

_____ By: _____
Witness

_____ _____
Witness (Print Name)

_____
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

DRUG FREE WORKPLACE (Tie Bid Form)
FLORIDA STATE STATUTE 287.087

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

Bidder's Signature Date

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Email Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ❑ **CONSTRUCTION / SITE ENGINEERING SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ❑ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ❑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ❑ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ❑ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

  Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and is certified by the Broward County Office of Economic Development and Small Business Development.

  Business is claiming the CBE/SBE Preference: yes_____, no_____
  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  ***Business is claiming the Miramar Local Business Preference:* yes_____, no_____**
  Please attach a copy of a current Miramar Business Tax Receipt to this form.

- ❑ Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.

- ❑ Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

FAILURE TO COMPLETE THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)
City of Miramar

City, state, and ZIP code

2300 Civic Center Place

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
| | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | |

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____, hereinafter "the Corporation", existing under the laws of the State of _____, held on _____, 20__, the following resolution was passed and adopted: "BE IT RESOLVED THAT ____ _____(name), as _____ (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this ____ day of _____, 20___.

_____
Secretary

(SEAL)

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Partners of the _____, hereinafter "the Partnership", a partnership existing under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"BE IT RESOLVED THAT_____(name), as (title) of the Partnership, be and is hereby authorized to execute an Agreement by and between the Partnership and the City of Miramar, Florida and that his/her execution thereof, attested to by the official act and deed of the Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of , 20___.

_____
Partner

(SEAL)

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Principals of the _____ _____ hereinafter "the Joint Venture", a Joint Venture under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"BE IT RESOLVED that _____(name), _____(title) of the Joint Venture, be and is hereby authorized to execute an Agreement by and between the Joint Venture and the City of Miramar, Florida and that his/her execution thereof, attested to by the Managing Partner of the Joint Venture, shall be the official act and deed of the Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of , 20__.

_____
Managing Partner

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: IFB-16-001, Historic Miramar Drainage System Improvements Project awarded the ___day of _____ _____, 20___ with City for_____, in accordance with Drawings (plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the _____ within ____ calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and

3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and

4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____day of _____, 20___.
WITNESSES:

_____
(Name of Corporation)

_____
Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

_____
(Type Name and Title signed above)

IN THE PRESENCE OF:

_____
INSURANCE COMPANY

By: Agent and Attorney-In-Fact

Address: _____
(Street)

_____
(City/State/Zip Code)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large
My commission expires:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and_____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City Bid No: 1 6 - 0 0 1 awarded the _____day of _____, 20_____,for construction of Historic Miramar Drainage System Improvements Project in accordance with Drawings (Plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly makes payments to all claimants as defined by Section 255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.

B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for all labor, materials, suppliers, subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or that

the changes do not affect the Surety's obligation under this bond.

Signed and sealed this _____day of _____, 20____.

WITNESS:

_____
(Name of Corporation)

_____
(CORPORATE SEAL) Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

_____
Secretary

IN THE PRESENCE OF:

_____

_____

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No: (_____)_____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____,certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Name of Corporation)

END OF DOCUMENT

APPLICATION FOR PAYMENT NO.: _____

PERIOD FROM: _____ TO: __

Project No.:

Project Name: _____

Contractor Name: _____

1. ORIGINAL CONTRACT SUM: $_____
2. Net change by Change Order(s): $_____
3. CONTRACT SUM TO DATE (Line 1 + Line 2): $_____
4. TOTAL COMPLETED AND STORED TO DATE: $_____
5. RETAINAGE:

   a.___% of Completed Work $_____

   b.___% of Stored material $_____

6. TOTAL EARNED LESS RETAINAGE:
   (Line 4 less Line 5 Total) $___
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: $___
8. CURRENT PAYMENT DUE $___
9. BALANCE TO FINISH, PLUS RETAINAGE
   (Line 3 less Line 6) $___

NOTES: **THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:**

- ☐ THE CERTIFICATION OF CONTRACTOR FOR PAYMENT FORM.
- ☐ THE AFFIDAVIT FOR PAYMENT FORM.
- ☐ UPDATED SCHEDULE OF VALUES INDICATING THE AMOUNTS OF WORK UNITS COMPLETED.
- ☐ COPY OF RELEASE OF LIENS OR PARTIAL RELEASE OF LIENS FOR THE WORK COMPLETED UP TO AND INCLUDED IN THIS PAY REQUEST.
- ☐ COPY OF RED LINE AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THIS PAY REQUEST.
- ☐ COPY OF (PARTIAL) AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THE PREVIOUS PAY REQUEST.
- ☐ ALL LABORATORY TEST RESULTS FOR THE WORK INCLUDED IN THIS PAY REQUEST.
- ☐ LIST OF SUB-CONTRACTOR(S), WITH NAMES, ADDRESSES AND TELEPHONE NUMBERS, UTILITIZED BY THE CONTRACTOR ON THE PROJECT, WITH THE AMOUNT OF MONIES OWED EACH SUB-CONTRACTOR.
- ☐ CURRENT UPDATED PROJECT SCHEDULE.
- ☐ CONSTRUCTION PHOTOGRAPHS, AS REQUIRED.
- ☐ MATERIALS LABORATORY FIELD TESTING RESULTS FOR WORK INCLUDED IN THIS PAY REQUEST, PER **SECTION 01 45 23** (DENSITY TESTS, CONCRETE, ETC.).

END OF DOCUMENT

CERTIFICATION OF CONTRACTOR FOR PAYMENT

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application of Payment No. _____ are correct, that all Work has been performed and/or Materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20___, between the **City of Miramar** (hereinafter the "**CITY**") and _____ (hereinafter the "**Contractor**").

I further certify that all just and lawful bills against **Contractor** and all Subcontractors, vendors, Material men and Suppliers of labor, Material and equipment employed by the **Contractor** in the performance of this Contract have been paid in full accordance with their terms and conditions, and hereby deliver to the **Contractor** the attached duly executed Partial Release of Liens. Furthermore, that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that there are **NO** vendors, mechanics or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

DATE: _____

CONTRACTOR:_____

STATE OF _____)
) ss:
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires~~**(The Contractor shall execu**~~**te this certificate and attach it to each Application for Payment)**

END OF DOCUMENT

AFFIDAVIT FOR PAYMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged and that all bills, wages, fees, claims and other charges incurred by: _____.

_____

in connection with the construction of _____

_____

have been paid in full.

Signed_____

By_____

WITNESSES:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires: **(The Contractor shall execute this Affidavit and attach it to each Application for Payment)**

CHANGE ORDER NO.: _____

Resolution No. _____ Contract No.: _____ Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes ☐ No ☐

Budget Number: _____

Descriptions of changes, reason therefore, and cost and/or time change for each:

_____

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	_____	_____	_____
Total Previous Change Orders: Qty. _____	_____	_____	_____
Adjusted Contract Amount:	_____	_____	_____
Change Order No.: _____(This Change Order)	_____	_____	_____
Total Change Orders to Date:	_____	_____	_____
Revised Contract Amount:	_____	_____	_____

Notes: _____

Attachments: (List)

_____

Total Change In Amount: Increase: **$**_____ Decrease: **$**_____ No Change: ☐

Total Change in Contract Period: Add: _____ Deduct: _____ No Change: ☐

Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By: _____

Title | Date

Recommended By:

Thomas Good. | Date

Director of Public Works

Recommended By:

Project Manager | Date

Accepted By:

Contractor Name

Title | Date

Approved By:

Randy Cross | Date

Director of Procurement Department

Approved By:

J. Michael Moore | Date

Assistant City Manager - Operations

Approved By:

Kathleen Woods-Richardson | Date

City Manager

CERTIFICATE OF SUBSTANTIAL COMPLETION

City's Project No.: _____ Engineer's Project No.: _____

CITY OF MIRAMAR

CITY OF MIRAMAR HISTORIC DRAINAGE SYSTEM IMPROVEMENTS PROJECT (Re-bid)
IFB NO. 16-001

CONTRACTOR _____

Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: ***The City of Miramar***
City

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of City, Contractor and Engineer, and that Work is declared to be substantially complete in accordance with the Contract Documents on:

_____

Date of Substantial Completion

NOTES:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all- inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within **30** Work Days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between City and Contractor for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

CITY:_____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

1. _____
2. _____
3. _____
4. _____

Partial Punch List had previously been submitted. Substantial Completion Punch List to be provided by _____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

_____
Engineer of Record Name

Signature _____

By_____

Executed by the City on _____, 20___.

_____

By: _____

The Contractor accepts this Certificate of Substantial Completion on:

_____, 20____.

_____
Contractor Name

Signature _____

By_____

END OF DOCUMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

for and in consideration of the sum of _____

($_____) paid to _____
by_____,

receipt of which is hereby acknowledged, do(es) hereby release and quit-claim to the City of Miramar, Florida, its successors or assigns, all liens lien rights claims or demands of any kind whatsoever which
now has (have) or might have against the property, and/or improvements, on account of labor performed, Material furnished, and/or for any incidental expense for:

_____

or in otherwise in approving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereto set

_____hand and seal this ____ day of _____, 20_____.

_____ _____
Witness: (Seal)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__,

by _____, who is personally known to me or has produced

_____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

WARRANTY OF TITLE
(For Periodic Progress Payments)

STATE OF _____)
) ss:
COUNTY OF_____)

City of Miramar
Historic Drainage System Improvements

CITY BID NO. IFB 16- 001

BEFORE ME, the undersigned authority personally appeared _____(the "Affiant"), who after being duly sworn, says that he is the "Contractor" pursuant to a Contract (the "Contract") dated _____, 20___ with the City of Miramar, Florida (the "City") for the supply of certain labor and/or Materials (the "Work") to certain property, as shown and described in the Contract Documents, subsequent Addendums or Change Orders, and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completely in accordance with the Plans and Specifications therefore, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

a. All Subcontractors, vendors, Material men, Suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and/or Materials to the Contractor pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of Liens/Claims with respect thereto with copy of said Partial Release of Lien/Claims attached.

b. Title to all Materials and equipment covered by the attached Periodic Pay Request No._____for Payment dated _____, 20__, passes to the City at the time of payment free and clear of all liens.

Signed,

_____
(Name of Contractor)

_____
(Signature)

_____
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large

My commission expires:

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

TOXIC AND NONTOXIC SUBSTANCES

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right to Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Department
Attention: **Fire Prevention**
2200 Civic Center Place
Miramar, FL 33025

The Successful Bidder must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014

INSURANCE REQUIREMENTS

Bidder agrees that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. The Bidder's liability insurance policies shall name the City as the certificate holder on all certificates. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and save the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

Minimum Limits of Insurance

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: $1,000,000 combined single limit per occurrence, $2,000,000 general aggregate; property damage $500,000 each occurrence or combined single limit of $1,000,000 each occurrence; personal and advertising injury $1,000,000; Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence; products and completed operations policy aggregate $2,000,000.

2. Automobile Liability: $1,000,000 combined single limit per accident.

3. Employer's Liability/Worker's Compensation: $1,000,000 each accident, $1,000,000 each employee for injury by disease and $1,000,000 aggregate for injury by disease.

Required Insurance Endorsements

The City requires the following insurance endorsements:

1. AUTOMOBILE - The City must be included as an additional insured by policy endorsement under the Automotive Coverage policy as respects liability arising from Work or operations performed by or on behalf of the Bidder.

2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy as respects liability arising from Work or operations performed by or on behalf of the Bidder.

3. WAIVERS OF SUBROGATION - Bidder agrees to waive all rights of subrogation against the City by policy endorsement for loss, damage, claims, suits or demands, whosoever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

This Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of complete copies of the actual insurance policies with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve such insurance policies prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

AGREEMENT

(The City reserves the right, in its sole discretion, to amend the terms and conditions set forth herein)

AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND

_____

FOR CITY OF MIRAMAR HISTORIC MIRAMAR DRAINAGE SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor"), a Florida corporation, whose address is _____.

WITNESSETH:

WHEREAS, the City intends to contract for construction of the Historic Miramar Drainage System Improvements Project (the "Work", "Project" or "Services"), and desires to engage the Services of Contractor; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the Invitation for Bids attached hereto and all terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the Invitation for Bids No. 16-001 (the "IFB"), which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and

Conditions attached hereto and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the Contract Documents entitled: "**City of Miramar – Historic Miramar Drainage System Improvements Project**". The Work includes but is not limited to the furnishing of all equipment, Materials, supplies, and manufactured articles and for furnishing all transportation and Services, including fuel, power, water, and essential communications, and for the performance of all labor, Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, Materials and Services not expressly shown or called for in the Contract Documents that may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

ARTICLE 3
CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within ten (10) Days from the commencement date. The Work shall be Substantially Complete within 180 calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 195 calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

4.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;

B. Is experienced in all aspects of the Work required for projects similar to the Project;

C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5
TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City $1,000.00 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and $500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7
CONTRACT PRICE

City shall pay Contractor _____$(_____) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8
PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9
INDEMNIFICATION

1.1 To the fullest extent permitted by Laws and Regulations, the

Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;

C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

G. Liabilities or claims arising directly or indirectly from any breach of the

obligations assumed herein by the Contractor.

1.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

1.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

1.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of $100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

ARTICLE 10
TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;

B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;

C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;

D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;

E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or

F. Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto, and the following:

- All Change Orders which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;

- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12
ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 13
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 14
AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

14.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably

necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

14.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 15
AWARD OF AGREEMENT

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 16
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Contractor

shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by or in the possession or control of Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven Days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. 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.

ARTICLE 17
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

17.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this

Agreement, it being understood that such data or information are works made for hire and the property of the City.

17.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 18
CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor**,** and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 19
INSURANCE

Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
  $1,000,000 each occurrence, $2,000,000 general aggregate;
- Products and Complete Operations Aggregate, $2,000,000;
- Personal Injury and Advertising Injury, $1,000,000;
- Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence;
- Property Damage, $500,000 each occurrence or combined single limit of $1,000,000 each occurrence;

- Automobile Liability, $1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability, $1,000,000 each accident, $1,000,000 each employee for injury by disease, $1,000,000 aggregate for injury by disease.

The City shall be named as additional insured on the general liability certificates and endorsements with waiver of subrogation in its favor. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 20
INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 21
REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 22
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as

a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 23
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 25
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 26
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 27
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: _____

-
-
-
Telephone: _____
Fax: _____

TO THE CITY OF MIRAMAR:

ATTN: Kathleen Woods Richardson, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Douglas R. Gonzales, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 28
CITY'S OWN FORCES

28.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

28.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 29
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on 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 fee paid to Contractor herein, less any sums paid by the City. 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 to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by 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 the City's liability as set forth in Section 768.28, Florida Statutes.

In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 30
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 31
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, 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.

ARTICLE 32
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 33
DISPUTE RESOLUTION

Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

ARTICLE 34
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35
SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 36
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

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

CITY OF MIRAMAR:

By: _____
City Manager
Kathleen Woods-Richardson

This ____day of_____, 2015.

ATTEST:

_____
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

CONTRACTOR:

By:_____

_____

Date:_____

_____
Corporate Seal

SECTION 00400 - GENERAL CONDITIONS

Article 1.0 DEFINITIONS.

Wherever used in these General Conditions, the terms used have the meanings indicated in the IFB and Section 00200.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

When the Contractor delivers the signed Contracts to the City, the Contractor shall also deliver to the City the Bonds and insurance policies and certificates and endorsements as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

The City shall furnish to the Contractor two copies of the Contract Documents. Additional quantities of the Contract Documents may be furnished at Contractor's cost.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE PROJECT

The Contractor shall begin to perform the Work within 10 Days after the commencement date stated in the Notice to Proceed, unless stated otherwise in the Notice to Proceed but no Work shall be done at the site prior to said commencement date.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents and Specifications and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. Contractor waives any subsequent claim of conflict, error, discrepancy, error or omission. The Contractor shall submit to the Engineer for review those documents called for in the General Requirements as "Submittals".

2.6 PRE-CONSTRUCTION CONFERENCE

A non-mandatory pre-construction conference attended by the Contractor, Engineer and others as appropriate will be held to discuss the requirements of the Work.

2.7 FINALIZING SCHEDULES

Before the first pre-construction conference, the Contractor shall submit for the Architect's/Engineer's review, and to others as appropriate, the following documents (to the extent applicable): Hurricane Preparedness Plan, Construction Schedule, Schedule of Values, MOT Plan, Staging Plan, and Mobilization Plan, all submitted in accordance with the General Requirements.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT; AMENDMENT; REUSE

3.1 INTENT

A. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. **The Contract Documents are complementary; what is called for by one is as binding as if called for by all**. The Contract Documents will be construed in accordance with the Laws of the State of Florida.

B. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, Materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied, whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard Specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.

C. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Architect/Engineer in writing at once and before

proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the Architect's/Engineer.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

Change Orders;
Contract;
Addenda;
Contractor's Bid;
Solicitation, General Provisions;
General Conditions;
Technical Specifications;
Referenced Standard Specifications; and
Drawings.

B. With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions;
2. Detail Drawings govern over general Drawings;
3. Addenda/Change Order Drawings govern over Contract Drawings; and
4. Contract Drawings govern over standard Drawings.

C. Items of Material, equipment, machinery and specific tools to be used may be specified on the Drawings or the Specifications. In the event of any conflict, the matters reflected in the Drawings shall prevail. Contractor shall make inquiry of the Architect/Engineer in the event of any doubt on these matters, rather than making an uninformed decision.

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 hereof).

3.4 REUSE OF DOCUMENTS

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a Contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents used in the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the City.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and equipment, provided that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement is furnished to the Architect/Engineer prior to said use. Neither the City nor the Architect/Engineer shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

4.2 DIFFERING SITE CONDITIONS

A. The Contractor shall notify the Architect/Engineer in writing of any unforeseen conditions, including but not limited to the following conditions, which are collectively called differing site conditions, promptly upon discovery (but in no event later than 14 Days) and before they are disturbed:

1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and

2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

B. The Architect/Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the City in writing of the Architect's/Engineer's findings and conclusions.

C. If the City concludes that, because of newly discovered conditions, a change in the Contract Documents is required, a Change Order will be

issued as provided herein to reflect and document the consequences of the difference.

D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided herein.

E. The Contractor's failure to give notice of differing site conditions as provided herein in the claims procedure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Architect/Engineer by the owners of such Underground Utilities or by others. Unless it is expressly provided in Article 9 of the General Requirements, the City and the Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, and perform soft digs as required for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price. The Contractor must be equipped with all necessary tools and parts in order to repair damaged Underground Utilities in a timely manner.

B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which the Contractor could not reasonably have been expected to be aware of, the Contractor shall notify the owner of the location of such utility and modify the Work as necessary and as directed by the Architect/Engineer.

4.4 REFERENCE POINTS

A. The Contractor shall furnish all lines, grades and bench marks required for proper execution of the Work.

B. The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.5 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

A. If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site, the Contractor shall immediately notify the City and the Architect/Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Architect/Engineer concerning such condition and determine the necessity of retaining special consultants or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the City or the Architect/Engineer.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

A. The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100 percent of the Contract Price in a form satisfactory to the City as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect for one year after Final Completion unless otherwise provided by Law or Regulation or by the Contract Documents.

B. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven Days thereafter substitute another Bond and Surety acceptable to the City.

5.2 INSURANCE

A. The Contractor shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific amounts and coverage set out herein and written for not less than the limits of liability and coverage provided herein or required by Law, whichever are greater. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed

limited in any way to the insurance coverage required.

B. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 Days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until the date of Final Completion. In addition, the insurance required herein shall name the City, the Architect/Engineer, and their officers, directors, agents, and employees as "additional insured" under the policies, and all required endorsements shall be provided to the City.

1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation Law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Work may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability: The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.

5. Builders' Liability: The Contractor shall maintain Builders Risk/Course of Construction Insurance for all Projects (vertical and non-vertical).

A. Workers' Compensation:

1. State: Statutory

2. Applicable Federal (e.g., Longshore): Statutory

Note: If the Work called for in the Contract Documents involves Work in or on any navigable waters, the Contractor shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under federal or state Laws pertaining to workers in or on navigable waters.

3. Employer's Liability: $100,000.00

B. Comprehensive General Liability: (under Paragraph 5.2 B.2 of the General Conditions):

1. Combined Single Limit	$1,000,000.00	Each Occurrence
	$2,000,000.00	General Aggregate
a. Products / Completed Operations	$2,000,000.00	Each occurrence
b. Personal Injury	$1,000,000.00	Each Occurrence

If policies are written on a claims-made basis, certificate should so specify and policies continue in force for one year after completion of the Project.

Policies will include premises/operations, products, completed operations, independent contractors, City's and Contractor's protective, Explosion, Collapse, Underground Hazard, Broad form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

C. Comprehensive Automobile Liability: (under Paragraph 5.2 B.3 of the General Conditions) including Owned, Hired, and Non-owned Vehicles:

1.	Bodily Injury:	$1,000,000.00	Each Person
		$1,000,000.00	Each Occurrence
2.	Property Damage:	$500,000.00	Each Occurrence
	or combined single limit of	$1,000,000.00	Each Occurrence

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the Work at all times accurately complies with the Contract Documents.

B. The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified superintendent who shall not be replaced without written notice to the City and the Architect/Engineer. The City reserves the right to reject the replacement superintendent for any reason and the Contractor will provide an alternative replacement superintendent. The superintendent will be the Contractor representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the City through the Architect/Engineer.

C. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except for such Work as is necessary for the proper care and protection of Work already performed, or except in case of emergency. The Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday, or holidays without the City's written consent given after prior written notice to the Architect/Engineer. Holidays for the City are as follows:

1. New Year's Eve Day – ½ Day (afternoon)
2. New Year's Day
3. Martin Luther King's Birthday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Eve Day – ½ Day
12. Christmas Day

When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed.

There will be no inspection Services provided by the Engineering Services Department or the Building Division on Fridays or on any of the established holidays. The Contractor's Schedule shall be tailored to account for occasions when inspection Services will not be available.

B. In case the Contractor falls behind schedule or where the nature of the Work requires special attention, the Contractor may be permitted to work additional shifts or to work beyond normal working hours, provided the Contractor has requested an approval for change of its Work schedule, in writing, from the City. In any event, the cost for working additional shifts or beyond normal working hours, unless such Work is required by a Change Order or in emergency, shall be borne solely by the Contractor without any additional cost to the City, including the cost of the engineering Services. If authorized, the Contractor shall provide written notice to residents that may be impacted by the Work.

C. No workers other than skilled foremen and workmen shall be employed to perform Work requiring special qualifications. Except as otherwise

required by Law, convicted felons who have not completed their sentences or other workers from county, state or federal prisons who are on work release programs shall not be employed for Work on this Project.

D. Contractor shall receive no additional compensation for overtime Work, even though such overtime Work may be required under emergency conditions and may be ordered by the Architect/Engineer. A Change Order is required for any changes in Contract Price, including for payment of overtime Work.

E. All costs of inspection and testing performed during overtime Work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to the Contractor.

F. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment and machinery, instrumentation, electronics, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

G. All Materials and equipment to be incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers' warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and equipment used in the Work. All Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents, but no provisions of any such instructions will be effective to assign to the Architect/Engineer, or any of the Architect's/Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the specific provisions Article 9 hereof.

H. All construction equipment necessary and required for the proper construction of this Project shall be on the construction site, in first-class working condition, and shall have been approved by the Architect/Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

6.3 ADJUSTING PROGRESS SCHEDULE

The Contractor shall submit any adjustments in the progress schedule to the Architect/Engineer for acceptance in accordance with the provisions for "Submittals" in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

The Contractor shall submit proposed substitutes or "or-equal to" items in accordance with the provisions for "Submittals" in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

The Contractor shall be responsible to the City and the Architect/Engineer for the acts and omissions of its Subcontractors and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any Subcontractor and the City or the Architect/Engineer nor relieve the Contractor of any liability or obligation under the Contract. The Contractor shall perform not less than 20 percent of the Work with its own forces and not with subcontracting. This requirement is measured by the proportionate value to the Contract Price. The City shall approve all Subcontractors and principal providers of Materials and equipment and no deviations may be made without the City's approval.

6.6 PERMITS

A. Unless otherwise provided in the Contract Documents, the Contractor, at Contractor's expense, shall obtain all permits and licenses necessary to complete the Work, including all insurance and Bonds required by City and any agencies. The City shall pay at cost and directly all governmental permit charges necessary for the prosecution of the Work which are applicable at the time of opening of Bids. The City shall pay at cost all charges of utility owners for connections to the Work. If Contractor fails the regulatory inspections, Contractor shall pay for all the re-inspection fees and permit extension fees necessary for completion of the Work. Contractor shall not commence any Work without the appropriate permit. Copies of all permits shall be submitted to the Engineer prior to commencement of Work.

B. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Architect/Engineer its use is

subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify, defend and hold harmless the City and the Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend City in all such claims in connection with any alleged infringement of such rights.

6.7 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local Laws, ordinances, codes, orders, and Regulations which in any manner affect those engaged or employed on the Work, the Materials used in the Work, or the performance of the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Law, ordinance, code, order, or Regulation, the Contractor shall report the same in writing to the Architect/Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the Architect/Engineer and their officers, agents, and employees against all claims or liability arising from violation of any such Law, ordinance, code, order, or Regulation, whether by Contractor or by its employees or Subcontractors. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations applicable to the Work.

6.9 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of Materials and equipment, and the operations of workers to the Project site, and the land and areas identified in and permitted by the Contract Documents. The Contractor shall assume full responsibility for any damage to any land, or to the owner or occupant thereof resulting from the performance of the Work. Should any claim be made against the City or the Architect/Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement. The Contractor shall, to the fullest extent permitted by Laws and Regulations,

indemnify, defend, and hold the City and the Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including but not limited to fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Architect/Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 SAFETY AND PROTECTION

A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons at or near the Work;

2. All Materials and equipment to be used in the Work, whether in storage or on or off the site; and

3. All other property at or near the site, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures, mechanical equipment, electronics, instrumentation, and utilities not designated for removal, relocation, or replacement.

B. The Contractor shall protect the public and property from damage, injury or loss and shall erect and maintain all necessary safeguards to provide such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

D. Trench excavations over five feet deep shall comply with OSHA 29 C.F.R. 196.650. A Contractor’s statement that the Contractor will comply is required. Trenching costs shall be included in the appropriate unit and / or lump sum prices for the respective Work in which such trenching is required.

6.11 SHOP DRAWINGS AND SAMPLES

A. The Contractor shall submit Shop Drawings and samples in accordance

with the provision for "Submittals" in the General Requirements and as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

B. Within 30 calendar Days after the commencement date specified in the Notice to Proceed, Contractor shall submit to Architect/Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Architect/Engineer shall in no way relieve Contractor from submitting complete Shop Drawings and providing Materials, equipment, and any other necessary information fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

C. After the approval of the list of items required in Paragraph B above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and Suppliers. Contractor shall include all Shop Drawings and other submittals in its certification.

D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

F. Architect/Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Architect/Engineer for material reasons. Architect's/Engineer's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the Drawings have been approved by the Architect/Engineer. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

G. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Architect/Engineer along with its comments as to compliance, noncompliance, or features requiring

special attention.

H. If catalog sheets or prints of manufacturers' standard Drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.

I. Contractor shall submit the number of copies required by Architect/Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

J. Contractor shall keep one set of Shop Drawings marked with Architect's/Engineer's approval at the job site at all times.

6.12 CONTINUING THE WORK

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. **No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing**.

6.13 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete a daily report indicating manpower, major equipment used, Subcontractors, weather conditions, and other conditions impacting the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Architect/Engineer. A copy of the daily reports for the period covered shall be submitted to the City with each pay request.

6.14 LAYING OUT THE WORK

The Contractor shall be held responsible for establishing all lines and grades together with all reference points as required by the various trades for all Work under the Contract. All required layout shall be done using competent and experienced personnel under the supervision of a local professional engineer and/or land surveyor registered in the State of Florida.

6.15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the City. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

A. The City may perform other Work at the site by the City's own forces, have other Work performed by utility owners, or let other direct contracts therefor. If not previously noted in the Contract Documents, written notice of other Work shall be given to the Contractor prior to commencement of the other Work.

B. The Contractor shall afford each third party contractor performing Work at the site proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and equipment, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of the Architect/Engineer and the others whose Work will be affected.

C. If any part of the Contractor's Work depends for proper execution or results upon the Work of any third party contractor, the Contractor shall inspect and report to the Architect/Engineer, in writing, any delays, defects, or deficiencies in such third party Work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work, except for latent defects and deficiencies in the other Work.

ARTICLE 8 -- CITY'S RESPONSIBILITIES (RESERVED)

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 CITY'S REPRESENTATIVE

The Architect/Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Architect/Engineer as the City's representative during construction are set forth herein and in the Contract Documents. The City may change the duties, responsibilities and authority of the Architect/Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The Architect/Engineer will make visits to the site during construction to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The

Architect/Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The Architect/Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be the same as for the Architect/Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

The Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim therefore as provided herein.

9.6 REJECTING DEFECTIVE WORK

The Architect/Engineer has authority to reject Work which the Architect/Engineer believes to be defective and also has authority to require special inspections or testing of the Work.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

In accordance with the procedures set forth in these General Requirements, the Architect/Engineer will review all Contractor submittals, including, without limitation, Shop Drawings, samples, substitutes, or "or equal to" items in order to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Architect/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9.8 DECISIONS ON DISPUTES

A. The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders; claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Architect/Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Architect/Engineer in writing with a request for formal decision, which the Architect/Engineer will render in writing within 30 Days of receipt of the request, subject to prior review by City of any claim made by the Contractor and proposed decision by the Architect/Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Architect/Engineer no later than five Days after commencement of the event giving rise thereto. The Architect/Engineer may allow extra time for supplements of this information. Written supporting data providing the extent and amount of the claim and supporting documentation will be submitted to the Architect/Engineer with such notice. All Claims for changes to the Contract Time and Contract Price are waived if not submitted in accordance with the requirements of this Section.

B. The Architect/Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. In the event the City disagrees with the Architect/Engineer's proposed decision on any claim when submitted to the City for review, the Architect/Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Architect/Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

A. The Architect/Engineer when acting in good faith and exercising his authority to act for City, shall have no duty or responsibility to the Contractor or any Subcontractor, Supplier, any surety for any of them, or any other person or organization performing any of the Work.

B. The Architect/Engineer has no duty or authority to supervise or direct the performance of the Work.

C. The Architect/Engineer has no authority over and is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The

Architect/Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

D. The Architect/Engineer is not responsible for the acts or omissions of the Contractor or of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 GENERAL

A. The City may order additions, deletions, or revisions in the Work by a Field Order or a Construction Change Directive or a Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the conditions of the Field Order or Change Order.

B. The Architect/Engineer may also issue a Construction Change Directive and Field Orders setting forth written interpretations of the intent of the Contract Documents, order minor changes in Work execution, and issue Supplemental Instructions setting forth written orders, instructions, or interpretations of the Contract Documents, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2 CHANGE ORDERS

A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City Code, as amended from time to time.

B. Contractor shall not start Work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

C. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Architect/Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Contractor shall promptly

proceed with the change in the Work involved and advise the Architect/Engineer in writing within seven calendar Days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

D. Under circumstances determined necessary by the City, Change Orders may be issued unilaterally by the City.

E. The City and the Contractor shall execute appropriate Change Orders covering:

1. Changes in the Work ordered by the City;

2. Changes required because of acceptance of Defective Work; and

3. Changes in the Contract Price, Contract Time or other changes agreed to by the parties.

F. If notice of any kind is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the Bonds are increased so that each reflects the Contract Price as increased.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

A. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.

B. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the increased or decreased units.

2. By mutual acceptance of a lump sum amount, properly itemized and supported by substantiating data to permit evaluation, which may or may not include an allowance for overhead and profit as agreed to by the parties.

3. On the basis of the Cost of Work, as defined below.

11.2 COST OF WORK

A. General: The term "Cost of Work" means the sum of all reasonable costs necessarily incurred and paid by the Contractor for labor, Materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each Day report to the Architect/Engineer the amount and cost of the labor, Materials and equipment used, and any other expense incurred in such extra Work on the preceding Day, and no claim for compensation for such extra Work shall be included unless such report shall have been made. If in the opinion of the Architect/Engineer the cost of Material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity delivered to the Work site, less trade discount. For extra Work involving a combination of increases and decreases in the Work, the cost will be the sum of the additive and deductive costs.

1. The City reserves the right to furnish Materials for the extra Work and no claim shall be made by the Contractor for costs and profit on such Materials. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

2. Before construction equipment is used on the extra Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Architect/Engineer, in duplicate, a description of the equipment and its identifying number. Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Rental time will not be allowed while equipment is inoperative for any reason.

B. Mark-up: The Cost of the Work shall include a 10 percent mark-up applied to the total amount of labor, Materials and equipment.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

A. In no event shall Contractor be entitled to any delay damages from City or Architect/Engineer for any reason.

B. The Contract Time will be extended in an amount equal to time Days due

to Force Majeure which includes acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Other Contract Time extensions shall be only by Change Orders or by claims made by Contractor in accordance with the provisions herein.

C. ***All time limits stated in the Contract Documents are of the essence.***

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

A. Contract Times may be extended by the Architect/Engineer due to unusually severe weather, provided that the Contractor shall, within 10 Days of the beginning of any such delay, request such extension in writing stating the cause of delay. The Architect/Engineer may extend the Contract Time when, in its judgment, the facts justify such an extension. The Contractor's construction schedule shall be based upon the inclusion of 10 Days of inclement Weather Delays. No extension of the Contract Time due to inclement weather will be considered until after the said number of Days of inclement weather has been reached. No increase in Contract Time will be made if said number of Days of inclement weather is not reached.

B. Inclement weather by itself is not a cause for time extension. Only where duration and frequency of rain is abnormal as compared with the Weather Bureau data and supported by Project logs will time extensions be considered. No time extension will be allowed for weekend rains unless the Contractor has received approval and been working weekends on a regular basis.

C. In order to demonstrate that a delay is the result of exceptionally adverse weather conditions, the Contractor must demonstrate that critical path activities have been delayed by more Days than those cumulatively expected during the Contract Time, based upon an average number of Days of adverse weather conditions experienced in the place where the Project is located during the five years prior to the date of this Agreement, which average shall be based upon the historical data of the U.S. National Oceanic and Atmospheric Administration, and that any float time in the Construction Schedule has been exceeded. In order to be considered a delay, the Contractor must demonstrate that critical path activities were suspended during the exceptionally adverse weather event for more than 50 percent of the Day the Work period of the Day of the exceptionally adverse weather.

D. <u>Hurricane Precautions</u>: During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened

storm events, regardless of whether the City or the City's Architect/Engineer has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional Work.

Consideration of additional Contract Time relating to hurricane watch or warning at the Project site will be addressed by a Change Order in accordance with the non-compensable excusable delays section of the General Conditions.

Suspension of the Work caused by a storm watch or warning, or storm event or official state of emergency (until termination of same), regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the City and the Architect/Engineer that all Work will be in accordance with the Contract Documents and will not be defective.

13.2 ACCESS TO WORK

The City, the Architect/Engineer and their collective representatives, testing agencies, and governmental agencies with jurisdictional interests all shall have access to the Work at reasonable times for observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 INTERACTION AND RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

A. The Contractor shall give the Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.

B. Other than inspections by the City (unless specifically excepted below), the Contractor shall pay for the costs of all inspections and testing, including without limitation by any public body with jurisdiction requiring testing inspection or approval, with regard to any substitutions of Materials, equipment or Suppliers to be used or incorporated in the Work and for repeats of failed tests.

C. In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Architect/Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Architect/Engineer shall verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents.

D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Architect/Engineer and the Contractor.

E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Architect/Engineer, it must, if requested by the Architect/Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense. If such Work is not found to be Defective Work, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided herein.

F. The Architect/Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.

G. The Architect/Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and maintain and circulate copies of minutes.

H. The Architect/Engineer shall assist the Contractor in understanding the intent of the Contract Documents.

I. The Architect/Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.

J. The Architect/Engineer shall conduct on-site observations of the Work in progress and determine if the Work is proceeding in accordance with the Contract Documents.

K. The Architect/Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.

L. The Architect/Engineer shall: (a) prepare a Certificate of Substantial

Completion/Notice of completion, as applicable, and submit to the Contractor a list of observed items requiring completion or correction; (b) conduct final review of the Work and prepare a "punch list" of items to be completed or corrected; and (c) verify that all items on the punch list have been completed or corrected.

M. The Architect/Engineer shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute Material or equipment.

2. Exceed limitations on the Architect/Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.

4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.

5. Advise on or issue directions as to safety precautions and programs in connection with the Work.

6. Participate in specialized field or laboratory test.

13.4 CITY MAY STOP THE WORK

If the Work is Defective Work, or the Contractor fails to perform Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Architect/Engineer, the Contractor shall either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Architect/Engineer, remove it from the site and replace it with non-Defective Work. The Contractor shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE YEAR CORRECTION PERIOD

If, within one year after the date of Final Completion, or such longer period of time as may be prescribed by Laws or Regulations, the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with City's written notification, either correct such Defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, will be paid by the Contractor.

Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of Defective Work the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's inspection, testing, testing, evaluation of and determination to accept such Defective Work. If acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

The schedule of values or price breakdown shall be established as provided in the General Requirements and shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Architect/Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the Architect/Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by partial lien releases and other such supporting documentation as is required by the Contract Documents.

B. The Application for Payment shall identify, as a subtotal, the amount of the Contractor's total earnings to date. No payment shall be made for Materials stored at the site.

C. The net payment due to the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified herein and the total amount of all previous payments made to the Contractor. Retention shall be 10 percent of each approved progress payment until the Work is 50 percent complete and accepted by the City. Retention will then be reduced to five percent of each approved progress payment until the Work is 100 percent complete and accepted by the City.

14.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, Materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City free and clear of all liens no later than the time of payment by the City for such Materials and equipment.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

A. The Architect/Engineer will, within seven Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the Architect's/Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Thirty Days after presentation of the Application for Payment with the Architect's/Engineer's recommendation, the amount recommended will be due, subject to the provisions of this Article.

B. The City may refuse to make payment of the full amount recommended by the Architect/Engineer because claims have been made against the City on account of the Contractor's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a credit against the amount recommended. In that event, the City must give the Contractor written

notice within seven Days (with a copy to the Architect/Engineer) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

A. The City shall have the right to take possession of and use or place into service any item of equipment, usable portion of the Work, or partially completed portion of the Work prior to completion of the Work, but such taking, use or possession shall not be deemed an acceptance of any Work not completed in accord with the Contract Documents. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.

B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items of the Work shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of such items of the Work described in the written notice.

C. **The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City and the Contractor's one year correction period shall commence only after the date of Final Completion of the Work**.

14.7 SUBSTANTIAL COMPLETION

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Architect/Engineer in writing that the Work is Substantially Complete and request that the Architect/Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Architect/Engineer shall make an inspection of the Work to determine the status of completion. If the Architect/Engineer does not consider the Work Substantially Complete, the Architect/Engineer will notify the Contractor in writing, giving the reasons therefore. If the Architect/Engineer considers the Work Substantially Complete, the Architect/Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of Completion signed by the Architect/Engineer and Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all correction Work indicated on the attachment to the Certificate of Substantial Completion and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents required by the Contract Documents, and after the Architect/Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

14.9 FINAL PAYMENT AND ACCEPTANCE

A. If, on the basis of the Architect's/Engineer's observation of the Work during construction and final inspection, and the Architect's/Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Architect/Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect/Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the Architect's/Engineer's recommendation of payment and present the Application to the City for payment.

B. After acceptance of the Work and obtaining the surety's consent to final payment, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated damages, as applicable.

2. Two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion/Notice of Completion which are yet uncompleted or uncorrected, as applicable. All such outstanding Work shall be completed or corrected to the satisfaction of the City promptly within the time stated on the Certificate of Substantial Completion/Notice of Completion, or the Contractor shall waive any and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.

3. Release of final payment or retainage does not constitute City's approval of the Work.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect/Engineer, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents (final or otherwise), nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

A final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage as applicable, less deductions as applicable and described above. The acceptance by the Contractor of the final payment constitutes a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands against the City for the remainder, if any, of the amounts kept or retained and except pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK BY CITY

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Architect/Engineer or City of a notice of resumption of Work. The Contractor shall be allowed an increase in the Contract Time directly attributable to any suspension.

ARTICLE 16 -- MISCELLANEOUS

16.1 TITLE/OWNERSHIP TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other Materials developed and obtained from excavations and other operations connected with the Work. The Contractor shall deliver such Materials to City at City's request, at a location determined by City, at no cost to City, unless otherwise specified in the Contract Documents. If the City releases ownership of the Material, it shall become the property of the Contractor, who shall dispose of it in manner satisfactorily to the Architect/Engineer at no extra cost to the City.

16.2 RIGHT TO AUDIT

The City shall have the right to audit the Contractor's books upon reasonable notice. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing all records and documents and other financial data relevant to the Work, and upon request, shall submit true copies of requested records to the City.

16.3 WATER SUPPLY

All water required for testing, flushing and construction shall be the full responsibility of the Contractor in accordance with requirements set forth in the Specifications.

16.4 SALVAGE

Any existing equipment or Material, including but not limited to valves, pipes, fittings, and couplings which is removed as a result of construction under this Project may be designated to the City at a location directed by the Architect/Engineer. Any equipment or Material not worth of salvaging shall be disposed of by the Contractor in a sound environmental manner in an approved final disposal site.

16.5 LIMITATIONS OF OPERATION

The Contractor shall, at all times, conduct the Work in such a manner and in such sequence as will ensure the least practicable interference. The Architect/Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

END OF SECTION

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

GENERAL REQUIREMENTS

A. The Contractor shall submit a cost proposal and schedule for the Work described herein.

B. The Work to be performed under this Contract shall consist of furnishing all equipment, Materials, supplies, and manufactured articles and for furnishing all transportation and Services, including fuel, power, water, and essential communications, and for the performance of all labor, Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, Materials and Services not expressly shown or called for in the Contract Documents that may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

C. Wherever the Contract Documents address a third party, i.e., subcontractor, manufacturer, etc., it is to be considered as the Contractor through the third party.

D. Wherever a reference to number of Days is noted, it shall be construed to mean calendar Days.

E. Bidders shall provide qualifications with references, and shall provide specific experience on the installation of Geo-tubes. Bidders must have previous experience with the installation of Geo-tubes erosion protection system.

WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract comprises the construction of erosion protection and stabilization solutions along deteriorated canal embankments and seawalls.

B. The affected embankments correspond to waterfront properties situated along the shorelines of the Canal 2 system located east of the Turnpike and south of Miramar Parkway in the City of Miramar. *See* attached “Location Maps”.

C. The work described herein includes but is not limited to:
Embankments restoration of publicly owned and/or privately owned waterfront properties in “Poor” condition as designated by the 2012 Engineering Feasibility and Needs Assessment Study (Study), utilizing Geo-tubes, or equal.

SEQUENCE OF CONSTRUCTION

Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the residents.

DISPOSAL OF DEBRIS

All debris, materials, and miscellaneous waste products from the Work described in this section shall be removed from the project as soon as possible at no additional cost to the Owner. They shall be disposed of in accordance with applicable federal, state, and local Regulations. The Contractor is responsible for determining these regulations and shall bear all costs associated with disposal of these items.

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

The Contractor shall distribute the Release, Waiver and Indemnification Agreement form, see attached, to all private property owners and shall not commence the Work on any property unless this form has been signed by the property owners and the signed form had been delivered to the City.

PROJECT REQUIREMENTS

Shop Drawings shall be required for all components of the Work for review and comments by the Engineer.

It is the Contractor's responsibility to remove any trees and vegetation that will need to be removed, and other debris including but not limited to rocks and boulders.

All Work shall be conducted from the canals (water).

Contractor shall furnish all Materials, equipment and labor for erosion stabilization.

Geo-tubes shall be GT300, or approved equal, *see* attached Specification sheet. Mirafi shall be 140N, or approved equal, *see* attached Specification sheets. The Contractor shall be responsible for the proper performance of the Geo-tubes and Mirafi after installation.

Geotubes should be anchored at 1.5' intervals prior to being filled. Steel rods (#5) shall be used for anchoring and shall be kept in place for the duration of construction. Rods must be long enough to keep Material in place. The rods must be buried so that they are not exposed after construction.

Contractor shall install up to three Geo-tubes per site, for the full length of each property. Refer to Technical Specifications for Tube Material and installation of Geo-tube, backfill, Mirafi with blanket protection, sod, etc.

Dredging operations to be performed using hydraulic/suction dredging methods, and for the dredged spoil material to be deposited into appropriate permeable bags/tubes made of geotextile materials, commonly referred to as Geo-tubes. The Geo-tubes shall slope out of the canal at an incline to match existing slope and maintain stability, *see* attached "Detail Sheet". The Geo-tubes shall extend up to ten (10) feet horizontally landside of a waterfront property line. This arrangement shall act to stabilize locations where the seawalls appear to be dilapidated or the canal banks appear to be eroded. The Geo-tube horizontal landside extension will vary in length, up to a maximum of ten (10) feet, depending on encountered site specific features and conditions, such as existing fences and depressions in the existing topography.

Following the installation of the Geo-tubes, the Contractor will evenly grade the area of placement and will form a smooth surface that blends as seamlessly as practicable with the existing shoreline grades. An overlay of sod will subsequently be applied over that portion of the Geo-tubes that extend landside.

No Work shall be conducted above and beyond the limits of the Geo-tube installation.

Contractor shall clean up all areas impacted by Contractor's Work.

The Contractor is responsible for the repair or replacement of any damage that the Contractor may cause to the canal banks, guard rails, sidewalks, landscaping, sprinklers, roadway or other improvements adjacent to Contractor's Work.

Launch and Staging Area:

Contractor staging area(s) shall be determined by the City. Upon request by the Contractor, the City can designate select areas for storage of the Contractor's equipment. The Contractor shall store materials and equipment safely, and minimize inconvenience to residents.

The City will not at any time be liable for loss or vandalism and damage to the Contractors equipment.

Contractor's access location(s) to the work shall be determined by the City. There shall be no access from the residential lots.

All launching and staging sites shall be completely photographed and recorded on video prior to initial use by the Contractor. The City will also independently maintain a photographs/video file for the purpose of comparison with the Contractor's records. Upon Project completion, the sites shall be fully restored by the Contractor, at their expense, to their original pre-construction condition or better.

Proposal Items:

Mobilization:

This item includes but is not limited to move in of supplies, Material, labor, and equipment, and installation of turbidity barriers, jobsite evaluation and assessment, establishment of survey benchmarks to be used by the Contractor for elevation/depth measurements, preconstruction video/photograph records, progress photographs, and all other appurtenances and incidentals necessary for performance of the required Work.

The cost of this Item must not exceed five percent (5%) of the total bid amount.

Pre-construction video/photograph record:

Prior to start of Work, the Contractor shall provide the City with a DVD containing a complete video/photograph record of all Work areas that will be directly or incidentally impacted by the construction Work stipulated in these bid documents, including launch and staging areas and areas within the scope of the Project. All video shall be clear and sufficiently detailed to accurately document all relevant areas within the Project limits. The City will also independently maintain a photographs/video file for the purpose of comparison with the Contractor's photograph/video records.

Progress Photographs:

The Contractor shall employ a competent photographer to take construction record photographs during the course of the Work. The Contractor shall provide photographs taken by the cutoff date for each scheduled Application for Payment. At each specified time, the Contractor shall photograph Project from three to four different views, as approved by the Engineer, and provide 8 x 10 inch prints of each view along with electronic files. Electronic files shall be submitted to the City with prints. The photographs shall be color with smooth and glossy finish. The Contractor shall identify each print on back, listing name of Project, orientation of view, date and time of exposure, name and address of photographer, and photographer's numbered identification of exposure. The photographs shall be of high resolution and sharpness, maximum depth-of-field, and minimum distortion. The photographs shall adequately illustrate condition of construction and state of progress. The Contractor shall deliver prints to Engineer to accompany each Application for Payment.

Geo-tube installation:

Dredging operations:

Dredging shall not exceed 4.5 feet below low mean water elevation. All dredging Work shall be performed using hydraulic dredging methods (suction dredging).

The Contractor will pump the spoil material into Geo-tubes that are adequate for the use proposed. The Geo-tubes shall have sufficient permittivity and material strength to accept the flow rate from the dredging operations. In addition, the Geo-tubes will have a geometric configuration and sufficient material strength to be stacked on top of each other at an incline to match existing slope and maintain stability to surmount the canal banks and dilapidated seawalls. The Geo-tubes and Mirafi shall also have verifiable resistivity to ultraviolet light for the proposed use, shall be capable of sustaining a cover of vegetative sod material, and shall have verifiable burst, puncture, tear, and tensile strength for the proposed use.

The Geo-tubes and Mirafi shall be arranged in an adequately stable and aesthetically pleasing manner along the canal banks and seawalls. The Geo-tube and Mirafi arrangement shall be consistent with standard accepted installation practices. The Contractor shall be responsible for the proper performance of the Geo-tubes and Mirafi after installation.

Geo-tube installation along canal banks:

At canal banks, the Geo-tubes and Mirafi will emerge out of the water and extend up to ten (10) ft. horizontally landside of a waterfront property line. The actual length of the Geo-tube landside extension will be determined by the site specific conditions that exist at each property.

Geo-tube installation along seawalls:

At locations where the Geo-tubes are being installed to abut dilapidated seawalls, the Geo-tubes will be arranged to slope out of the canal at an at an incline to match existing slope and provide stability and surmount the top of the seawalls and extend up to ten (10) feet horizontally landside of the seawall. The actual length of the Geo-tube extension landside of the seawall will be determined by the site specific conditions that exist at each property.

Prior to installing Geo-tubes at a site, the Contractor will confer with the Owner's Representative on the arrangement details, and the extent of their extension

landside of the property line/seawall. A tenable arrangement shall be agreed upon. Subsequent to installation, the Geo-tubes shall be graded to provide a smooth surface that will match evenly with shoreline elevations that are landside of an existing property line or seawall. The established Geo-tube slopes and grades shall be adequate to sustain the subsequent application of sod.

The Geo-tubes shall not extend more than ten (10) feet horizontally beyond any waterfront property line without the approval of the Owner's Representative.

At locations designated for Geo-tube installation and where private or public structures exist (such as boat docks or stormwater outfalls), the installation shall terminate at each side of the structure without causing any disturbance or risk to the structure. The Geo-tubes will not extend beneath docks and encroach on private structures without approval from the Owner's Representative. The Geo-tubes shall be arranged in an adequate manner that will not damage docks and other property and structures. The Geo-tubes shall be installed in an adequate manner that will be stable and not sink or shift into the canal.

The Owner's Representative shall stop any Geo-tube installation that conflicts with accepted practices or the intent of this Project. The Contractor shall at its own expense remedy any Geo-tube installation that is deemed to conflict with accepted practices or the intent of this Project.

Lawn sprinkler line adjustment:

Some of the waterfront property lines designated to receive Geo-tubes have lawn sprinkler systems with intake lines that protrude into the waterway and conflict with the Geo-tube installation.

When this described circumstance is encountered, the Contractor shall adjust the sprinkler intake line and any fixtures, floats, and pumps attached to the line so that they cease to be in conflict with the Geo-tube installation. The adjustment shall be durable and performed in a professional manner that is consistent with accepted practices. It is the Contractor's responsibility to repair all broken irrigation lines existing within the properties to the satisfaction of the City.

The Contractor shall provide the Owner's Representative with the addresses of the properties where adjustments to the lines are made.

Sod overlay:

The Contractor shall evenly grade all above water elevation Geo-tube and Mirafi installations to match existing canal bank grades, or grades at the landside of existing

seawalls. Sod shall be subsequently applied to overlay the Geo-tubes and Mirafi at those areas that are above the water elevation.

If sod exists at the impacted canal banks and seawalls, then the type of newly applied sod shall match/conform with that existing along the banks and seawalls. The sod application shall be performed in a professional manner that is consistent with accepted practices and that will provide a viable sod surface. The new sod grades shall match evenly, and as seamlessly as practicable, with the existing sod grades.

APPENDIX 8. WATERFRONT PROPERTY MATRIX

TABLE 1. TABULATION MATRIX FOR WATERFRONT PROPERTIES

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
Boat Ramp at SW 68 Ave.	NA	Good
6750 SW 26 Ct.	Concrete masonry blocks bonded by mortar cement	Good
6740 SW 26 Ct.	Concrete masonry blocks bonded by mortar cement	Medium
6730 SW 26 Ct.	None	Medium
6720 SW 26 Ct.	None	Medium
6710 SW 26 Ct	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
6650 SW 26 Ct.	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
6640 SW 26 Ct.	None	Medium
2620 SW 66 Ter.	Concrete masonry blocks bonded with mortar cement and a thin concrete cap	Poor
2624 SW 66 Ter.	None	Poor
2628 SW 66 Ter.	None	Poor
2632 SW 66 Ter.	Concrete masonry blocks covered with stucco and reinforced with a concrete cap	Good
2636 SW 66 Ter.	None	Medium
2640 SW 66 Ter.	None	Medium

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
2644 SW 66 Ter.	None	Medium
2648 SW 66 Ter.	Concrete masonry blocks bonded with mortar cement	Good
2710 SW 66 Ter.	None	Medium
2714 SW 66 Ter.	Concrete masonry blocks bonded with mortar cement	Poor
2718 SW 66 Ter.	Miscellaneous materials including rocks, concrete reinforced with a concrete cap	Poor
2722 SW 66 Ter.	Miscellaneous materials bricks and concrete blocks bonded with mortar cement reinforced with a concrete cap	Poor
2730 SW 66 Ter.	None	Medium
2734 SW 66 Ter.	None	Medium
2738 SW 66 Ter.	None	Medium
2742 SW 66 Ter.	Miscellaneous rocks, concrete reinforced with a concrete cap	Poor
2800 SW 66 Ter.	None	Medium
2804 SW 66 Ter.	Sand-cement bags bonded with mortar cement	Poor
6621 Miramar Pky.	None	Medium
6631 Miramar Pky.	None	Medium
6641 Miramar Pky.	None	Medium
6651 Miramar Pky.	None	Medium
6661 Miramar Pky.	None	Medium
6671 Miramar Pky.	None	Medium

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6681 Miramar Pky.	None	Medium
6691 Miramar Pky.	None	Medium
Canal System 1 Outfall to Existing Drainage System on Miramar Pky.	None	Good
6728 SW 28 Ct.	None	Medium
6724 SW 28 Ct.	Concrete masonry blocks bonded with mortar cement and a reinforced cap	Good
6720 SW 28 Ct.	None	Medium
6716 SW 28 Ct.	None	Medium
6712 SW 28 Ct.	None	Medium
6708 SW 28 Ct.	None	Medium
6704 SW 28 Ct.	None	Medium
6700 SW 28 Ct.	None	Medium
6701 SW 27 Ct.	None	Medium
6705 SW 27 Ct.	None	Medium
6709 SW 27 Ct.	Corrugated cement composite panels reinforced with a concrete cap	Good
6713 SW 27 Ct.	Corrugated cement composite panels reinforced with a concrete cap	Good
6717 SW 27 Ct.	Concrete masonry blocks bonded with mortar cement	Good
6721 SW 27 Ct.	None	Medium
6725 SW 27 Ct.	None	Medium
6729 SW 27 Ct.	None	Medium

CANAL SYSTEM 1		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6733 SW 27 Ct.	None	Medium
6737 SW 27 Ct.	Unknown	Medium
6741 SW 27 Ct.	Corrugated concrete and reinforced with a concrete cap	Good
6745 SW 27 Ct.	Corrugated concrete with a concrete cap	Good
6749 SW 27 Ct.	Corrugated concrete with a concrete cap	Good
6753 SW 27 Ct.	Concrete masonry blocks bonded with mortar cement	Poor
6757 SW 27 Ct.	None	Good
6761 SW 27 Ct.	None	Medium
6765 SW 27 Ct.	None	Medium
6769 SW 27 Ct.	Concrete bags, a concrete cap and a metal fence built on top of the wall	Poor
6773 SW 27 Ct.	concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Good
6777 SW 27 Ct.	Concrete masonry blocks bonded with mortar cement	Medium
6781 SW 27 Ct.	None	Medium
6785 SW 27 Ct.	Combination of rocks, concrete, cement and other construction materials	Medium
6789 SW 27 Ct.	Concrete masonry blocks	Medium
6793 SW 27 Ct.	Concrete masonry blocks	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
Boat Ramp at SW 68 Ave.	None	Good
6764 Dogwood Dr.	Corrugated cement panel reinforced with a concrete cap	Good
6760 Dogwood Dr.	Corrugated galvanized sheet metal and reinforced with a preformed metal cap	Poor
6756 Dogwood Dr.	Cement composite panels reinforced with a concrete cap	Poor
6752 Dogwood Dr.	Corrugated cement panels reinforced and a reinforcing cap	Medium
6748 Dogwood Dr.	Concrete masonry units bonded and bonded with mortar cement and cap reinforced	Good
6744 Dogwood Dr.	Concrete masonry units bonded and bonded with mortar cement and cap reinforced	Good
6740 Dogwood Dr.	Corrugated sheet metal panels with a reinforced cap	Good
6736 Dogwood Dr.	Corrugated cement composite panels reinforced with a concrete cap	Poor
6732 Dogwood Dr.	Consists of corrugated cement composite panels with a concrete cap	Good
6728 Dogwood Dr.	Corrugated cement composite panels with a concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6724 Dogwood Dr.	Corrugated cement composite panels with a concrete cap	Medium
6720 Dogwood Dr.	Corrugated cement sheet panels reinforced with a concrete cap	Good
6716 Dogwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6712 Dogwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6708 Dogwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6713 Dogwood Dr.	None	Medium
6708 Camelia Dr.	Corrugated cement composite sheet panels, reinforced with a concrete cap	Good
North of 6708 Camelia Dr.	Some sections of concrete bags with bonding material	Poor
South of 6708 Camelia Dr.	None	Medium
3421 Lake Pl.	None	Good
3405 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3409 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3424 Hibiscus Pl.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3428 Hibiscus Pl.	Concrete masonry blocks bonded and bonded with mortar cement	Good
3432 Hibiscus Pl.	Concrete masonry blocks bonded and bonded with mortar cement	Poor
3500 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap, including also the installation of an architectural decorated handrail	Good
3504 Hibiscus Pl.	Bank stabilized with filled concrete and cement composite flat narrow flat panels	Medium
3508 Hibiscus Pl.	Concrete masonry block cells reinforced with a concrete cap	Medium
3512 Hibiscus Pl.	Concrete masonry block cells reinforced with a concrete cap	Good
3516 Hibiscus Pl.	None	Good
3600 Hibiscus Pl.	Concrete masonry unit cells	Poor
3604 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3505 Hibiscus Pl.	Some portions of seawall of concrete bags used as rip rap containment method	Poor
3608 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3509 Hibiscus Pl.	Sand-cement bags used as rip rap containment	Good
3612 Hibiscus Pl.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
3616 Hibiscus Pl.	Concrete masonry blocks reinforced with a concrete cap	Poor
6652 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6648 Evergreen Dr.	Concrete bags filled with cement	Medium
6644 Evergreen Dr.	None	Good
6640 Evergreen Dr.	None	Poor
6636 Evergreen Dr.	None	Poor
6632 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6628 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6624 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6620 Evergreen Dr.	Corrugated composite cement wall reinforced with a concrete cap	Poor
6616 Evergreen Dr.	Unknown – Covered by vegetation	Poor

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6612 Evergreen Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6608 Evergreen Dr.	Concrete masonry wall unit reinforced with a concrete cap	Poor
6604 Evergreen Dr.	None	Poor
6600 Evergreen Dr.	None	Good
6508 W 66 Ave. (at Evergreen Dr.)	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6504 W 66 Ave. (at Evergreen Dr.)	None	Medium
6500 W 66 Ave. (at Evergreen Dr.)	Concrete masonry blocks reinforced with a concrete cap	Medium
6501 W 66 Ave. (at Evergreen Dr.)	Concrete masonry blocks reinforced with a concrete cap	Good
6505 W 66 Ave. (at Evergreen Dr.)	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6509 W 66 Ave. (at Evergreen Dr.)	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6508 W 66 Ave. (at Coconut Dr.)	Concrete masonry blocks reinforced with a concrete cap	Medium
6504 W 66 Ave. (at Coconut Dr.)	Combination of bricks, concrete masonry and corrugated cement composite	Medium
6500 W 66 Ave. (at Coconut Dr.)	Concrete masonry blocks reinforced with a concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6501 W 66 Ave. (at Coconut Dr.)	Concrete masonry blocks reinforced with a concrete cap	Medium
6505 W 66 Ave. (at Coconut Dr.)	Corrugated cement composite sheet panels	Medium
6509 W 66 Ave. (at Coconut Dr.)	None	Medium
6601 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6605 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6609 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6613 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6617 Dahlia Dr.	Poured concrete	Medium
6621 Dahlia Dr.	Poured concrete with a metal fence	Poor
6625 Dahlia Dr.	Concrete masonry blocks bonded with mortar cement	Medium
6629 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6633 Dahlia Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6637 Dahlia Dr.	Concrete bags bonded with cement and bonded with mortar cement	Medium
6641 Dahlia Dr.	Concrete bags bonded with cement reinforced with a concrete cap	Medium
6640 Coconut Dr.	None	Medium
6636 Coconut Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6632 Coconut Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6628 Coconut Dr.	None	Medium
6624 Coconut Dr.	None	Medium
6620 Coconut Dr.	None	Medium
6616 Coconut Dr.	concrete masonry unit reinforced with a concrete cap	Medium
6612 Coconut Dr.	concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6608 Coconut Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6604 Coconut Dr.	Concrete masonry blocks bonded mortar cement and reinforced with a concrete cap	Poor
6600 Coconut Dr.	None	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6601 Boxwood Dr.	None	Medium
6605 Boxwood Dr.	Corrugated concrete sheet panels reinforced with a concrete cap	Poor
6609 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6613 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6617 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6621 Boxwood Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6625 Boxwood Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6629 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6633 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6637 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6641 Boxwood Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6640 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Poor

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6636 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6632 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6628 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6624 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Good
6620 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6616 Arbor Dr.	None	Medium
6612 Arbor Dr.	None	Medium
6608 Arbor Dr.	Combination of rocks, concrete and wood	Poor
6604 Arbor Dr.	None	Medium
6600 Arbor Dr.	concrete bonded with mortar cement and reinforced with a concrete cap	Poor
6516 Arbor Dr.	corrugated cement composite sheet panels reinforced with a concrete cap	Poor
6512 Arbor Dr.	Concrete bags and concrete masonry blocks bonded with cement	Medium
6508 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6504 Arbor Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
3408 SW 65 Ave.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3412 SW 65 Ave.	Concrete masonry blocks reinforced with a concrete cap	Medium
3416 SW 65 Ave.	Partial view of concrete reinforced with a concrete sidewalk	Medium
3420 SW 65 Ave.	Concrete masonry blocks without bonding material	Medium
3428 SW 65 Ave.	None	Medium
3432 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3500 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3504 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3508 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3512 SW 65 Ave.	Corrugated cement composite sheet panels with a concrete cap	Good
3516 W 65 Ave.	None	Medium
3520 W 65 Ave.	None	Medium
3600 W 65 Ave.	None	Medium
3604 W 65 Ave.	Appears to be primarily made of cast in place concrete, with footing built into bank subsoil	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3612 W 65 Ave.	Appears to be primarily made of cast in place concrete, with footing built into bank subsoil	Medium
3700 W 65 Ave.	Concrete masonry blocks reinforced with a concrete cap	Medium
3704 W 65 Ave.	None	Medium
3708 W 65 Ave.	Stones bonded with concrete	Good
6504 Ficus Dr.	None	Medium
6505 Ficus Dr.	Stones bonded with concrete	Good
6509 Ficus Dr	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
6601 Ficus Dr.	None	Medium
6604 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap paint coated	Good
6605 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Poor
6609 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6613 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6617 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6621 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6625 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
6628 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6629 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6632 Ficus Dr.	None	Medium
6633 Ficus Dr.	Concrete with a concrete cap	Medium
6636 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6637 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6641 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6645 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
6649 Ficus Dr.	None	Medium
6653 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6700 Ficus Dr.	Concrete bonded with mortar cement reinforced with a concrete cap	Poor
6701 Ficus Dr.	Concrete masonry blocks	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6704 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Poor
6705 Ficus Dr.	Concrete masonry blocks reinforced with a concrete cap	Medium
6708 Ficus Dr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
6709 Ficus Dr.	Corrugated concrete panels reinforced with a cast in place concrete platform built over the bank	Good
3804 E Lake Ter.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3808 E Lake Ter.	Corrugated cement composite sheet panels reinforced with a concrete cap	Medium
3812 E Lake Ter.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3816 E Lake Ter.	Precast concrete segments with a concrete cap and tie columns	Good
3820 E Lake Ter.	Precast concrete segments with a concrete cap and tie columns	Good
3824 E Lake Ter.	Appears to be concrete (submerged)	Poor
3828 E Lake Ter.	None	Medium
3900 E Lake Ter.	None	Good
3904 E Lake Ter.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3908 E Lake Ter.	None	Medium
3912 E Lake Ter.	corrugated cement composite sheet panels reinforced with a concrete cap	Good
3916 SW 40th St.	corrugated cement panels reinforced with a concrete cap	Good
3917 SW 40th St.	corrugated galvanized sheet pile and cap	Good
3920 SW 40th St.	None	Medium
3921 SW 40th St.	Galvanized sheet piles and cap	Good
3925 SW 40th St.	None	Medium
3928 SW 40th St.	Corrugated cement panels reinforced with a concrete cap	Good
3929 SW 40th St.	Corrugated cement panels reinforced with a concrete cap	Good
3805 E Lake Pl.	Concrete masonry blocks reinforced with a concrete cap	Poor
3809 E Lake Pl.	Concrete masonry blocks reinforced with a concrete cap	Poor
3813 E Lake Pl.	None	Medium
3817 E Lake Pl.	Concrete bags bonded with cement and bonded with mortar cement	Poor
3821 E Lake Pl.	None	Good
3825 E Lake Pl.	None	Medium
3829 E Lake Pl.	Rocks bonded with cement	Medium
3901 E Lake Pl.	Rocks bonded with cement	Medium
3905 E Lake Pl.	Galvanized metal sheet piling	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3909 E Lake Pl.	Concrete reinforced with a concrete cap	Good
3913 E Lake Pl.	Concrete reinforced with a concrete cap	Medium
3804 E Lake Rd.	None	Medium
3805 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3808 E Lake Rd.	Concrete	Medium
3809 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Good
3812 E Lake Rd.	None	Medium
3813 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Good
3816 E Lake Rd.	None	Medium
3817 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3820 E Lake Rd.	None	Medium
3821 E Lake Rd.	None	Medium
3824 E Lake Rd.	None	Medium
3825 E Lake Rd.	None	Medium
3828 E Lake Rd.	None	Medium
3829 E Lake Rd.	None	Good
3900 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3901 E Lake Rd.	None	Medium
3904 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Medium
3905 E Lake Rd.	None	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3908 E Lake Rd.	Concrete masonry blocks bonded with mortar cement	Poor
3909 E Lake Rd.	Cast in place concrete reinforced with a concrete cap	Good
3912 E Lake Rd.	None	Medium
3913 E Lake Rd.	None	Medium
3916 E Lake Rd.	None	Medium
3917 E Lake Rd.	Concrete masonry blocks reinforced with a concrete cap	Medium
3920 E Lake Rd.	Precast galvanized sheet pile panels held in place by driven into bank piles	Good
3921 E Lake Rd.	None	Good
3924 E Lake Rd.	None	Good
3804 E Shore Rd.	Concrete masonry blocks bonded with mortar cement with a concrete cap	Medium
3808 E Shore Rd.	Concrete masonry blocks bonded with mortar cement, covered with stucco and with a concrete cap	Medium
3812 E Shore Rd.	Concrete but is currently covered by vegetation	Medium
3820 E Shore Rd.	Concrete masonry blocks reinforced with a concrete cap	Medium
3824 E Shore Rd.	None	Medium
3828 E Shore Rd.	None	Medium
3900 E Shore Rd.	None	Medium
3904 E Shore Rd.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3908 E Shore Rd.	None	Medium
3912 E Shore Rd.	None	Medium
3916 E Shore Rd.	Galvanized metal sheet pile with a galvanized cap	Good
4000 E Shore Rd.	Corrugated concrete with a wooden deck on top	Good
4004 E Shore Rd.	None	Good
4008 E Shore Rd.	Corrugated concrete with a decorative wooden deck on top supported by timber piles	Medium
4012 E Shore Rd.	Corrugated concrete	Medium
4016 E Shore Rd.	Corrugated cement composite panels reinforced with a concrete cap	Good
6505 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6509 Emerald Lake Dr.	None	Medium
6513 Emerald Lake Dr.	Portions of concrete seawall visible	Medium
6601 Emerald Lake Dr.	Concrete reinforced with a concrete cap	Medium
6605 Emerald Lake Dr.	Concrete bags with a cap of masonry concrete blocks bonded with mortar cement	Good
6609 Emerald Lake Dr.	Concrete bags with a cap of masonry concrete blocks bonded with mortar cement	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6613 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6617 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6621 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6625 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6629 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6633 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6637 Emerald Lake Dr.	corrugated cement composite panels reinforced with a concrete cap	Good
6641 Emerald Lake Dr.	Miscellaneous materials including concrete blocks, wood planks and metal tubing	Poor
6645 Emerald Lake Dr.	Concrete masonry blocks bonded with mortar cement	Medium
6649 Emerald Lake Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
4017 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
4013 S Lake Terr.	Submerged wall only visible the concrete cap	Medium
4009 S Lake Terr.	Sand-cement bags used as rip rap containment	Medium
4005 S Lake Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
4001 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3913 S Lake Terr.	Rocks and concrete	Medium
3909 S Lake Terr.	Rocks and concrete	Medium
3905 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3901 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Poor
3829 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Poor
3825 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3821 S Lake Terr.	None	Medium
3817 S Lake Terr.	None	Medium
3813 S Lake Terr.	None	Medium
3808 S Lake Terr.	None	Medium
3812 S Lake Terr.	None	Medium
3816 S Lake Terr.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3820 S Lake Terr.	Concrete rocks bonded with mortar cement and a thin layer of concrete as a cap	Medium
3824 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3828 S Lake Terr.	None	Medium
3900 S Lake Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Good
3904 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3908 S Lake Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3912 S Lake Terr.	None	Good
4000 S Lake Terr.	Concrete masonry blocks bonded with mortar cement	Medium
4004 S Lake Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
4008 S Lake Terr.	Submerged wall only visible the concrete cap	Medium
4012 S Lake Terr.	Submerged wall only visible the concrete cap	Medium
4016 S Lake Terr.	Seawall appears to be buried	Medium
4020 S Lake Terr.	None	Medium
6712 Ixora Dr.	None	Medium
3925 SW 67th Terr.	None	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3921 SW 67th Terr.	corrugated cement composite panels reinforced with a concrete cap	Medium
3917 SW 67th Terr.	Concrete rocks bonded with mortar cement and a thin layer of concrete as a cap	Medium
3913 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3909 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3905 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3901 SW 67th Terr.	Corrugated cement composite sheet panels reinforced with a concrete cap	Poor
3841 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3837 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3833 SW 67th Terr.	Sand-cement bags used as rip rap containment	Medium
3829 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Good
3825 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Medium
3821 SW 67th Terr.	Sand-cement bags used as rip rap containment reinforced with a concrete cap	Medium
3817 SW 67th Terr.	Concrete masonry blocks bonded with mortar cement	Medium

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3813 SW 67th Terr.	Corrugated cement composite panels reinforced with a concrete cap	Good
3809 SW 67th Terr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6717 Rose Dr.	Corrugated cement composite panels reinforced with a concrete cap	Medium
6721 Rose Dr.	Wood, concrete and concrete sand bags	Medium
6725 Rose Dr.	None	Good
6729 Rose Dr.	None	Medium
6733 Rose Dr.	None	Medium
6737 Rose Dr.	Appears to be buried	Medium
6741 Rose Dr.	Appears to be buried	Medium
6745 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6749 Rose Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6753 Rose Dr.	Corrugated cement composite panels reinforced with a concrete cap	Good
6757 Rose Dr.	Concrete masonry blocks reinforced with a rock and concrete cap	Good

CANAL SYSTEM 2		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
6761 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6765 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
6769 Rose Dr.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
3801 SW 68th Ave.	None	Good
3713 SW 68th Ave.	Corrugated cement composite panels reinforced with a concrete cap	Good
3709 SW 68th Ave.	Only structure visible was the concrete cap	Medium
3705 SW 68th Ave.	None	Good
3701 SW 68th Ave.	Corrugated cement composite panels reinforced with a concrete cap	Good
3613 SW 68th Ave.	None (Only a tear down concrete cap)	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7601 Riviera Blvd. (Lake).	None	Medium
7601 Riviera Blvd. (Parking lot)	None	Medium
7801 Riviera Blvd.	None	Medium
7851 Riviera Blvd.	None	Poor
7901 Riviera Blvd.	None	Poor
Granada Canal behind Fairway Elem. School.	None	Poor
Granada Canal behind Fairway Elem. School.	None	Poor
7792 Harbour Blvd.	None	Poor
7788 Harbour Blvd.	None	Poor
7784 Harbour Blvd.	None	Poor
7780 Harbour Blvd.	None	Poor
7776 Harbour Blvd.	None	Poor
7772 Harbour Blvd.	None	Medium
7768 Harbour Blvd.	None	Medium
7764 Harbour Blvd.	None	Medium
7760 Harbour Blvd.	None	Medium
7756 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
7752 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement reinforced with a concrete cap	Medium
7748 Harbour Blvd.	None	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7744 Harbour Blvd.	None	Medium
7736 Harbour Blvd.	None	Medium
7732 Harbour Blvd.	None	Medium
7728 Harbour Blvd.	None	Medium
7724 Harbour Blvd.	None	Medium
7720 Harbour Blvd.	None	Medium
7716 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Poor
7712 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Medium
7700 Harbour Blvd.	None	Poor
7660 Harbour Blvd.	None	Good
7648 Harbour Blvd.	None	Medium
7644 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7636 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7630 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7624 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Poor
7618 Harbour Blvd.	Corrugated concrete and reinforced with a concrete cap	Good
7612 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Poor
7606 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7600 Harbour Blvd.	Precast concrete segments bonded with mortar cement	Medium
7550 Harbour Blvd.	None	Good
7540 Harbour Blvd.	None	Good
7530 Harbour Blvd.	None	Poor
7520 Harbour Blvd.	None	Poor
7510 Harbour Blvd.	None	Medium
7500 Harbour Blvd.	None	Medium
7402 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good
7400 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7390 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good
7370 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Medium
7360 Harbour Blvd.	None	Medium
7350 Harbour Blvd.	None	Medium
7340 Harbour Blvd.	None	Medium
7320 Harbour Blvd.	None	Medium
7310 Harbour Blvd.	None	Medium
7300 Harbour Blvd.	None	Poor
7250 Harbour Blvd.	None	Medium
7240 Harbour Blvd.	None	Medium
7230 Harbour Blvd.	None	Medium
7220 Harbour Blvd.	None	Medium
7210 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Medium
7200 Harbour Blvd.	None	Medium
7150 Harbour Blvd.	None	Medium
7140 Harbour Blvd.	None	Medium
7130 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7124 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement	Poor
7120 Harbour Blvd.	None	Medium
7116 Harbour Blvd.	Concrete masonry blocks bonded with mortar cement and reinforced with a concrete cap	Good
3711 Acapulco Dr.	None	Medium
3709 Acapulco Dr.	None	Medium
3705 Acapulco Dr.	None	Medium
3703 Acapulco Dr.	None	Medium
3701 Acapulco Dr.	None	Medium
3617 Acapulco Dr.	None	Medium
3615 Acapulco Dr.	None	Medium
3613 Acapulco Dr.	None	Medium
3611 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3609 Acapulco Dr.	None	Good
3607 Acapulco Dr.	None	Medium
3605 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3601 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Good
3511 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
3509 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Poor
3505 Acapulco Dr.	None	Poor
3501 Acapulco Dr.	None	Poor
3421 Acapulco Dr.	None	Poor
3419 Acapulco Dr.	None	Medium
3417 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Good
3415 Acapulco Dr.	None	Medium
3413 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3409 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Good
3405 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Good
3401 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3311 Acapulco Dr.	None	Poor
3309 Acapulco Dr.	Concrete masonry blocks bonded with mortar cement	Medium
3305 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Good
3301 Acapulco Dr.	Corrugated cement panels with a reinforcing concrete cap	Medium
3299 Acapulco Dr.	None	Medium
7111 Alhambra Blvd.	None	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7121 Alhambra Blvd.	None	Medium
7131 Alhambra Blvd.	None	Medium
7141 Alhambra Blvd.	None	Medium
7151 Alhambra Blvd.	None	Medium
7201 Alhambra Blvd.	Sand-cement bags used as rip rap containment reinforced with a concrete masonry blocks bonded with mortar cement concrete cap	Good
7211 Alhambra Blvd.	None	Medium
7221 Alhambra Blvd.	None	Good
7231 Alhambra Blvd.	None	Medium
7241 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Poor
7251 Alhambra Blvd.	None	Medium
7301 Alhambra Blvd.	None	Medium
7311 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab built on canal bank	Poor
7321 Alhambra Blvd.	None	Medium
7331 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Medium
7341 Alhambra Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7351 Alhambra Blvd.	None	Good
7361 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7371 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Medium
7401 Alhambra Blvd.	Concrete masonry block seawall bonded with a mortar and reinforced with a poor condition concrete cap	Poor
7411 Alhambra Blvd.	None	Medium
7501 Alhambra Blvd.	Sand-cement bags used as rip rap containment reinforced with concrete cap	Poor
7511 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7521 Alhambra Blvd.	Only a concrete cap	Poor
7531 Alhambra Blvd.	None	Medium
7541 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7551 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7601 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Good

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
	Concrete masonry block seawall bonded with mortar cement and reinforced with concrete cap	Poor
7613 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and a reinforced with a concrete cap	Medium
7619 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7625 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7631 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7637 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Poor
7643 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7649 Alhambra Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7655 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7661 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Medium
7701 Alhambra Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7713 Alhambra Blvd.	None	Medium
7717 Alhambra Blvd.	None	Medium
7721 Alhambra Blvd.	None	Medium
7725 Alhambra Blvd.	None	Medium
7729 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Poor
7733 Alhambra Blvd.	None	Medium
7737 Alhambra Blvd.	None	Poor
7741 Alhambra Blvd.	None	Medium
7745 Alhambra Blvd.	None	Medium
7749 Alhambra Blvd.	None	Medium
7753 Alhambra Blvd.	None	Medium
7757 Alhambra Blvd.	None	Medium
7761 Alhambra Blvd.	None	Medium
7765 Alhambra Blvd.	None	Medium
7769 Alhambra Blvd.	None	Medium
7773 Alhambra Blvd.	None	Medium
7777 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and a reinforced with a concrete cap	Medium
7781 Alhambra Blvd.	Corrugated cement panels	Medium
7789 Alhambra Blvd.	Sand-cement bags used as rip rap containment	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7793 Alhambra Blvd.	None	Medium
7801 Alhambra Blvd.	None	Medium
7809 Alhambra Blvd.	None	Medium
7813 Alhambra Blvd.	None	Medium
7817 Alhambra Blvd.	None	Medium
7821 Alhambra Blvd.	None	Medium
7825 Alhambra Blvd.	Concrete masonry block seawall structure	Poor
7829 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7833 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7841 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7845 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7849 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7901 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Good
7905 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7909 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement	Medium
7913 Alhambra Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7917 Alhambra Blvd.	Concrete masonry block seawall bonded with mortar cement	Poor
3111 Tarpon Dr.	Concrete masonry block seawall bonded with mortar cement	Good
7932 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and a reinforced with a concrete cap	Medium
7930 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7924 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7920 Granada Blvd.	Concrete masonry block fence with what appears to be a concrete sidewalk	Medium
7916 Granada Blvd.	Concrete masonry block fence with what appears to be a concrete sidewalk	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7912 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and reinforced with a concrete cap	Medium
7908 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7904 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7900 Granada Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7840 Granada Blvd.	None	Medium
7836 Granada Blvd.	Corrugated cement composite panels reinforced with a concrete cap	Good
7832 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good
7828 Granada Blvd.	Cement filled bags with no apparent bonding and supporting a concrete cap	Poor
7824 Granada Blvd.	Cement filled bags with no apparent bonding and supporting a concrete cap	Poor
7820 Granada Blvd.	Concrete masonry block with a reinforcing concrete cap	Medium
7816 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Good

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7812 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Medium
7808 Granada Blvd.	Concrete masonry block with a reinforcing concrete cap	Medium
7804 Granada Blvd.	Corrugated cement panels with a reinforcing concrete cap	Medium
7800 Granada Blvd.	Concrete masonry block seawall structure due to lack of bonding, cap and protecting caulking	Poor
7794 Granada Blvd.	None	Medium
7790 Granada Blvd.	Concrete masonry block	Poor
7786 Granada Blvd.	Concrete masonry block	Poor
7782 Granada Blvd.	Concrete masonry block	Poor
7778 Granada Blvd.	Concrete masonry block	Poor
7774 Granada Blvd.	Concrete masonry block	Poor
7770 Granada Blvd.	None	Poor
7766 Granada Blvd.	Portions of cement filled bags seawall and concrete masonry blocks lacking bonding	Medium
7762 Granada Blvd.	None	Medium
7758 Granada Blvd.	Concrete masonry block	Poor
7754 Granada Blvd.	None	Medium
7750 Granada Blvd.	None	Medium
7740 Granada Blvd.	None	Medium
7730 Granada Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7720 Granada Blvd.	Small area protected with concrete masonry block	Medium
7710 Granada Blvd.	None	Poor
7706 Granada Blvd.	None	Poor
7700 Granada Blvd.	Corrugated cement panels reinforced with concrete cap	Medium
7680 Granada Blvd.	Concrete masonry block reinforced with concrete masonry block cap	Poor
7672 Granada Blvd.	Concrete masonry block reinforced with concrete masonry block cap and bonded with mortar cement and a concrete slab	Poor
7666 Granada Blvd.	Traces of a seawall structure consisting of concrete masonry block sections and segmented pieces of cast in place concrete	Poor
7660 Granada Blvd.	Two segment seawall structure consisting of corrugated cement panels reinforced with concrete cap and secondary wall built over seawall also constructed with concrete masonry block bonded with mortar cement and a decorative fence	Good
7654 Granada Blvd.	None	Poor

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7650 Granada Blvd.	Corrugated cement panels reinforced with concrete cap	Medium
7648 Granada Blvd.	Corrugated cement panels reinforced with concrete cap	Medium
7642 Granada Blvd.	Concrete masonry block seawall bonded with a mortar, over concrete slab	Poor
7636 Granada Blvd.	Concrete masonry block seawall bonded with a mortar, over a concrete slab	Medium
7630 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab	Good
7624 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab	Good
7618 Granada Blvd.	Concrete masonry block seawall bonded with mortar cement and covered with stucco over a concrete slab	Good
7612 Granada Blvd.	Concrete masonry block	Poor
7606 Granada Blvd.	Concrete masonry block	Poor
7600 Granada Blvd.	Corrugated formed concrete and reinforced with a concrete cap	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7580 Granada Blvd.	Concrete masonry block bonded with mortar cement	Poor
7570 Granada Blvd.	None	Medium
7560 Granada Blvd.	None	Medium
7550 Granada Blvd.	None	Medium
7540 Granada Blvd.	Concrete masonry block bonded with mortar cement	Poor
7530 Granada Blvd.	Concrete masonry block bonded with mortar cement	Medium
7520 Granada Blvd.	None	Poor
7510 Granada Blvd.	Concrete masonry block	Poor
7500 Granada Blvd.	Concrete masonry block with a reinforced with concrete cap	Medium
7410 Granada Blvd.	Concrete masonry block	Poor
7400 Granada Blvd.	None	Poor
7330 Granada Blvd.	None (some concrete segments)	Poor
7320 Granada Blvd.	Concrete segments	Poor
7310 Granada Blvd.	None	Medium
7300 Granada Blvd.	None	Medium
7240 Granada Blvd.	Sand-cement bags used as rip rap containment	Good
7230 Granada Blvd.	Sand-cement bags used as rip rap containment	Poor
7220 Granada Blvd.	None	Poor
7210 Granada Blvd.	None	Medium

CANAL SYSTEM 3 (Decay algae are abundant in the canal) ***(NOTE: The Florida's Turnpike concrete wall (east of the canal) was considered for the evaluation assessment but no for the opinion of probable cost estimates)***		
PROPERTY ADDRESS	***BANK PROTECTION SYSTEM***	***OBSERVED CONDITION***
7200 Granada Blvd.	None	Medium
7140 Granada Blvd.	None	Medium
7130 Granada Blvd.	Concrete masonry block seawall	Poor
7120 Granada Blvd.	None	Medium
7110 Granada Blvd.	None	Medium
7100 Granada Blvd.	None	Medium
Granada Blvd. and Turnpike heading north	None	Medium
Granada Blvd. and Turnpike heading north	None	Good
Turnpike heading north and south	Concrete	Good
Turnpike heading south	None	Medium
Turnpike heading south	Concrete	Good
Turnpike heading south-ramp	None	Poor
7401 Riviera Blvd.-Granada Canal	None	Poor
Granada Canal heading west	None	Poor
Granada Canal-Lake heading south-east	None	Poor

9.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Thomas Good, Director of Public Works, on behalf of Public Works Department

Temp Reso Number: 5942

Item Description: Temp. Reso. No. 5942, APPROVING THE SECOND RENEWAL OF THE LANDSCAPING, IRRIGATION MAINTENANCE AND LITTER CONTROL SERVICES AGREEMENTS WITH PRESTIGE PROPERTY MAINTENANCE, INC. IN AN ANNUAL AMOUNT OF $424,948, AND LANDSCAPE SERVICE PROFESSIONALS, INC. IN AN ANNUAL INCREASED AMOUNT OF $214,052, FOR A COMBINED ANNUAL AMOUNT OF $639,000, FOR THE ONE-YEAR PERIOD COMMENCING ON FEBRUARY 28, 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE RENEWAL AGREEMENTS. (Director of Public Works Thomas Good)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The Public Works Department is responsible for overseeing landscape maintenance services for City properties, including right-of-way medians and swales.

On January 23, 2013, following a competitive bid process resulting from the City's issuance of Invitation For Bid ("IFB") No. 13-003 for "Landscaping, Irrigation Maintenance and Litter Control", the City Commission adopted Resolution No. 13-46, awarding agreements to Prestige Property Maintenance, Inc. ("Prestige") and Landscape Service Professionals, Inc. ("Landscape") for an initial term of two years with three optional one-year renewal periods. The initial two-year term commenced on February 28, 2013 and expired on February 27, 2015. The City Commission subsequently renewed the agreements for an additional one-year renewal term. The current renewal expires on February 27, 2016.

Landscape requested a four-percent Employment Cost and Consumer Price Index (CPI) increase to their contract, which, in accordance with Section 2-3 of the IFB, must be agreed to by the City. City staff, including staff from the Procurement Department, met with Landscape and negotiated a two-percent CPI increase to their contract price. The fiscal impact resulting from this increase is $4,197.

Prestige and Landscape have continued to perform satisfactorily during the first renewal term. The Project Manager is Anthony Collins, Field Service Manager.

This Resolution provides for approval to exercise the second one-year renewal option and authorizes execution of appropriate renewal agreements with Prestige for an annual amount of $424,948 and Landscape for an annual increased amount of $214,052, from February 28, 2016 through February 27, 2017, for a combined annual amount of $639,000.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of $639,000 for these services is available from the respective Landscape Services Accounts, as detailed in the attached memorandum.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5942**
  - **Exhibit A: Proposed Landscaping, Irrigation Maintenance and Litter Control Renewal Agreement with Prestige Property Maintenance, Inc.**
  - **Exhibit B: Proposed Landscaping, Irrigation Maintenance and Litter Control Renewal Agreement with Landscape Service Professionals, Inc.**
- **Attachment(s)**
  - **Attachment 1: Landscape Service Professionals, Inc. Letter Requesting CPI Increase**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Thomas Good, Public Works Director

DATE: December 23, 2015

RE: Temp. Reso. No. 5942, approving the renewal of the existing Landscaping, Irrigation Maintenance and Litter Control Agreements with Prestige Property Maintenance, Inc. and Landscape Service Professionals, Inc for a combined total amount of $639,000 for the second one-year renewal period.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5942, approving the second one-year renewal period of the existing Landscaping, Irrigation Maintenance and Litter Control Agreements with Prestige Property Maintenance, Inc. ("Prestige") in an annual amount of $424,948, and Landscape Service Professionals, Inc. ("Landscape") in an increased annual amount of $214,052 for a combined total amount of $639,000 for the second one-year renewal period commencing on February 28, 2016.

ISSUE: Pursuant to City Code Section 2-412, City Commission approval is required for renewal of agreements initially approved by the City Commission, and for expenditures exceeding $50,000.00 per vendor.

BACKGROUND: The Public Works Department is responsible for Citywide landscape maintenance services for rights-of-way and City properties. Parks and Recreation is responsible for the maintenance service of all park facilities. Utilities is responsible for Utility facilities.

On January 23, 2013, as a result of a competitive bid process, the City Commission adopted Resolution No. 13-46, awarding Invitation for Bids No. 13-003 (the "IFB") and the resulting agreements for landscaping, irrigation maintenance, and litter control to Prestige and Landscape relating to several rights-of-way and municipal properties. The scope of services includes grass mowing; edging and clean-up; maintenance of shrubs, trees, and palms; pest and

disease management; herbicide application; irrigation maintenance; and turf renovations.

The initial two-year term of the agreements commenced on February 28, 2013 and expired on February 27, 2015. The City Commission subsequently renewed the agreements for an additional one-year renewal term. The current renewal period expires on February 27, 2016.

Landscape provided formal notification to the City dated October 19, 2015, requesting a four-percent Employment Cost and Consumer Price Index (CPI) increase to their contract. In accordance with Section 2-3 of the IFB, changes to the contract during any renewal term must be agreed to by the City. City staff, including staff from the Procurement Department, met with Landscape and negotiated a two-percent CPI increase to their contract price. The fiscal impact resulting from this increase is $4,197. Prestige's contract price remains unchanged. The Project Manager is Anthony Collins, Field Service Manager.

Funding for services will be appropriated from the using department's "Landscape Services" account numbers noted in the table below:

Account No.	Account Name	Amount
001-50-509-519-000-603460	Public Works - Landscape Maintenance	$252,864
001-50-501-519-150-603460	Public Works - Building Maintenance - Town Center	37,488
001-60-600-572-000-603460	Parks & Recreation - Youth Enrichment Center	7,491
001-60-603-572-000-603460	Parks & Recreation - Sunset Lakes	19,188
001-60-604-572-000-603460	Parks & Recreation - Park Maintenance	130,180
001-60-607-572-000-603460	Parks & Recreation - Ansin Sports Complex	33,709
001-60-609-572-000-603460	Parks & Recreation - Vizcaya Park	75,124
410-55-554-533-130-603460	Utilities - East Water Treatment Plant	3,745
410-55-554-533-140-603460	Utilities - West Water Treatment Plant and 2MG Tank	22,112
410-55-555-535-000-603460	Utilities - Wastewater Reclamation Facility	47,450
410-55-559-535-000-603460	Utilities - Booster Pump Station	9,649
Total		**$639,000**

Temp. Reso. No. 5942
12/17/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE SECOND RENEWAL OF THE LANDSCAPING, IRRIGATION MAINTENANCE AND LITTER CONTROL SERVICES AGREEMENTS WITH PRESTIGE PROPERTY MAINTENANCE, INC. IN AN ANNUAL AMOUNT OF $424,948, AND LANDSCAPE SERVICE PROFESSIONALS, INC. IN AN ANNUAL INCREASED AMOUNT OF $214,052, FOR A COMBINED ANNUAL AMOUNT OF $639,000, FOR THE ONE-YEAR PERIOD COMMENCING ON FEBRUARY 28, 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE RENEWAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department is responsible for overseeing landscape maintenance services for City properties including rights-of-way, the Parks and Recreation Department is responsible for overseeing landscape maintenance services for all park facilities, and the Utilities Department is responsible for overseeing landscape maintenance services for all Utility facilities; and

WHEREAS, such services primarily include grass mowing; litter control; maintenance of trees, palms and shrubs; weed-eating, edging and clean-up; fertilization; pest and disease management; application of herbicides; grass/turf renovations; irrigation; and notice/removal of hazards; and

WHEREAS, the City Commission approved funding for landscape maintenance services in the City's Fiscal Year 2016 Operating Budget; and

WHEREAS, on January 23, 2013, the City Commission adopted Reso. No. 13-46, awarding agreements (the "Agreement" or "Agreements") for landscaping, irrigation maintenance, and litter control to Prestige Property Maintenance, Inc. ("Prestige") and Landscape Service Professionals ("Landscape"); and

WHEREAS, the initial two-year term of the Agreements commenced on February 28, 2013 and expired on February 27, 2015; and

WHEREAS, on January 14, 2015, the City Commission adopted Reso. No. 15-47, renewing the Agreements with Prestige and Landscape for the first one-year renewal period, which is set to expire on February 27, 2016; and

WHEREAS, October 19, 2015, Landscape notified the City dated of its request of a four-percent Employment Cost and Consumer Price Index ("CPI") increase to their Agreement; and

WHEREAS, City staff, including staff from the Procurement Department, met with Landscape and negotiated a two-percent CPI increase of $4,197 to their their Agreement; and

WHEREAS, the price of the Agreement with Prestige remains unchanged and both Prestige and Landscape have performed satisfactorily through the initial term of the Agreements and the first renewal period; and

WHEREAS, the City Manager recommends that the City renew the Landscaping,

Irrigation Maintenance and Litter Control Services Agreements with Prestige and Landscape for the second optional one-year renewal period, commencing February 28, 2016 to February 27, 2017, for a combined annual amount of $639,000; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the second optional one-year renewal of the Landscaping, Irrigation Maintenance and Litter Control Services Agreements with Prestige in an amount of $424,948, and Landscape in an amount of $214,052, for a combined annual amount of $639,000 for the period commencing February 28, 2016 and ending February 27, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the second optional one-year renewal of the Landscaping, Irrigation Maintenance and Litter Control Services Agreement with Prestige Property Maintenance, Inc. and Landscape Service Professionals, Inc. for a combined annual amount of $639,000.

Section 3: That the City Manager is authorized to execute appropriate renewal agreements, in substantial conformity with the attached Exhibits “A” and “B”, together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

SECOND AGREEMENT TO RENEW LANDSCAPING, IRRIGATION MAINTENANCE AND LITTER CONTROL SERVICES AGREEMENT

This Second Renewal Agreement (the "Second Renewal Agreement") is entered into this _____ day of _____, 2016, between the City of Miramar (hereinafter "City") and Prestige Property Maintenance, Inc. (hereinafter "Provider").

RECITALS:

WHEREAS, on January 23, 2013, the City Commission adopted Resolution No. 13-46, approving the award and execution of the Landscaping, Irrigation Maintenance and Litter Control Services Agreement (the "Original Agreement"), with the Provider, relating to various municipal properties, for an initial term of two years, with three additional one-year renewal options; and

WHEREAS, the commencement date of the initial two year term of the Agreement was February 28, 2013, the initial term expiring on February 27, 2015; and

WHEREAS, on January 14, 2015, the City Commission adopted Resolution No. 15-47, approving the renewal of the Landscaping, Irrigation Maintenance and Litter Control Services Agreement (the "First Renewal Agreement") for the first one-year optional renewal period, commencing February 28, 2015 through February 27, 2016, in an annual amount of $424,948; and

WHEREAS, on January 27, 2016, the City Commission adopted Resolution No. _____, approving the renewal of the Landscaping, Irrigation Maintenance and Litter Control Services Agreement for the second one-year

optional renewal period, commencing February 28, 2016 and ending February 27, 2017, in an annual increased amount of $424,948.

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants contained in the Original Agreement, the First Renewal Agreement and this Second Renewal Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Second Renewal Agreement.

2. The Agreement shall be renewed for the second one-year renewal period commencing on February 28, 2016 and expiring on February 27, 2017.

3. All covenants, terms, and conditions contained in the Original Agreement and First Renewal Agreement, with the sole exception of the term of the Agreement, including but not limited to rate and/or amount of compensation, shall remain in full force and effect through the second renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials duly authorized to execute same, on the dates indicated below.

ATTEST

_____
Denise A. Gibbs, City Clerk

THE CITY OF MIRAMAR

By: _____
Kathleen Woods-Richardson
City Manager

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

WITNESS

By: _____

Print Name: _____

PROVIDER

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "B"

SECOND AGREEMENT TO RENEW LANDSCAPING, IRRIGATION MAINTENANCE AND LITTER CONTROL SERVICES AGREEMENT

This Second Renewal Agreement (the "Second Renewal Agreement) is entered into this _____ day of _____, 2016, between the City of Miramar (hereinafter "City") and Landscape Service Professionals, Inc., (hereinafter "Provider").

RECITALS:

WHEREAS, on January 23, 2013, the City Commission adopted Resolution No. 13-46, approving the award and execution of the Landscaping, Irrigation Maintenance and Litter Control Services Agreement (the "Original Agreement"), with the Provider, relating to various municipal properties, for an initial term of two years, with three additional one-year renewal options; and

WHEREAS, the commencement date of the initial two year term of the Agreement was February 28, 2013, the initial term expiring on February 27, 2015; and

WHEREAS, on January 14, 2015, the City Commission adopted Resolution No. 15-47, approving the renewal of the Landscaping, Irrigation Maintenance and Litter Control Services Agreement ("First Renewal Agreement") for the first one-year optional renewal period, commencing February 28, 2015 through February 27, 2016, in an annual amount of $209,855; and

WHEREAS, on January 27, 2016, the City Commission adopted Resolution No. _____, approving the renewal of the Landscaping, Irrigation Maintenance and Litter Control Services Agreement for the second one-year

optional renewal period, commencing February 28, 2016 and ending February 27, 2017, in an annual increased amount of $214,052.

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants contained in the Original Agreement, the First Renewal Agreement and this Second Renewal Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.

2. The Agreement shall be renewed for the second one-year renewal period commencing on February 28, 2016 and expiring on February 27, 2017 for an annual increased amount of $214,052.

3. All covenants, terms, and conditions contained in the Original Agreement and First Renewal Agreement, with the sole exception of the term of the Agreement and rate and/or amount of compensation, shall remain in full force and effect through the second renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials duly authorized to execute same, on the dates indicated below.

ATTEST

_____
Denise A. Gibbs, City Clerk

THE CITY OF MIRAMAR

By: _____
Kathleen Woods-Richardson
City Manager
Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY THE
CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

WITNESS

By: _____

Print Name: _____

PROVIDER

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 1

LANDSCAPE SERVICE PROFESSIONALS
Established 1998

6115 N.W. 77th Way • Tamarac, FL 33321 | ph: 954.721.6920 | fax: 954.721.6923
www.LandscapeServicePros.com | email: Landscapsp@aol.com

October 19, 2016

Mr. Thomas Good
City of Miramar
13900 Pembroke Road
Miramar, FL 33027

Re: IFB 13-003 - Landscaping, Irrigation Maintenance and Litter Control Agreement

Dear Mr. Good:

Please allow this letter to serve as our request for a 4.0% Employment Cost and Consumer Price Index increase to our upcoming contract term commencing February 28, 2016 and ending February 27, 2017. Below you will find the proposed new rates per location:

CITY OF MIRAMAR
LANDSCAPE, IRRIGATION & LITTER CONTROL
IFB 13-003

ID#	Location	Contract	Increase (+4%)	Annual (2016-2017)
CP 07	EAST WATER TREATMENT PLANT	$ 102.00	$ 106.08	$ 3,818.88
CP 21	MIRAMAR ATHLETIC PARK	$ 153.00	$ 159.12	$ 5,728.32
CP 25	PERRY WELLMAN PARK	$ 204.00	$ 212.16	$ 7,637.76
CP 30	LINEAR PARK NORTH	$ 229.50	$ 238.68	$ 8,592.48
CP 31	LINEAR PARK SOUTH	$ 306.00	$ 318.24	$ 11,456.64
CP 38	YOUTH ENRICHMENT	$ 204.00	$ 212.16	$ 7,637.76
CP 61	MULTI SERVICE CENTER	$ 408.00	$ 424.32	$ 15,275.52
ROW 04	MIRAMAR BLVD MEDIANS	$ 163.20	$ 169.73	$ 6,110.21
ROW 31	FLAMINGO RD MEDIANS	$ 734.40	$ 763.78	$ 27,495.94
CP 08	FIRE STATION 84	$ 367.20	$ 381.89	$ 13,747.97
CP 17	SILVER LAKES TENNIS COMPLEX	$ 591.60	$ 615.26	$ 22,149.50
CP 58	ANSIN PARK	$ 918.00	$ 954.72	$ 34,369.92
CP 67	FIRE STATION 70	$ 479.40	$ 498.58	$ 17,948.74
CP 76	SUNSET LAKES	$ 969.00	$ 1,007.76	$ 36,279.36
			2016-2017 Total	$ 218,248.99

LANDSCAPE SERVICE PROFESSIONALS
Established 1998

6115 N.W. 77th Way • Tamarac, FL 33321 | ph: 954.721.6920 | fax: 954.721.6923
www.LandscapeServicePros.com | email: Landscapsp@aol.com

CERTIFIED LANDSCAPE & LICENSED IRRIGATION CONTRACTOR • landscape • irrigation • maintenance • relocations

December 16, 2015

Ms. Alicia Ayum
Mr. Thomas Good
City of Miramar
13900 Pembroke Road
Miramar, FL 33027

Re: IFB 13-003 - Landscaping, Irrigation Maintenance and Litter Control Agreement

Dear Ms. Ayum:

Pursuant to our telephone conversation on December 14, 2015, LSP will agree to a 2% CPI increase commencing March 1, 2016 through September 30, 2016. LSP will request an additional 2% on our around August 1, 2016, for the 2016-2017 budget year.

CITY OF MIRAMAR
LANDSCAPE, IRRIGATION & LITTER CONTROL
IFB 13-003

ID#	Location	Original Price	Increase Price (+2%)	Annual (2015-2016)
CP 07	EAST WATER TREATMENT PLANT	$ 102.00	$ 104.04	$ 3,745.44
CP 21	MIRAMAR ATHLETIC PARK	$ 153.00	$ 156.06	$ 5,618.16
CP 25	PERRY WELLMAN PARK	$ 204.00	$ 208.08	$ 7,490.88
CP 30	LINEAR PARK NORTH	$ 229.50	$ 234.09	$ 8,427.24
CP 31	LINEAR PARK SOUTH	$ 306.00	$ 312.12	$ 11,236.32
CP 38	YOUTH ENRICHMENT	$ 204.00	$ 208.08	$ 7,490.88
CP 61	MULTI SERVICE CENTER	$ 408.00	$ 416.16	$ 14,981.76
ROW 04	MIRAMAR BLVD MEDIANS	$ 163.20	$ 166.46	$ 5,992.70
ROW 31	FLAMINGO RD MEDIANS	$ 734.40	$ 749.09	$ 26,967.17
CP 08	FIRE STATION 84	$ 367.20	$ 374.54	$ 13,483.58
CP 17	SILVER LAKES TENNIS COMPLEX	$ 591.60	$ 603.43	$ 21,723.55
CP 58	ANSIN PARK	$ 918.00	$ 936.36	$ 33,708.96
CP 67	FIRE STATION 70	$ 479.40	$ 488.99	$ 17,603.57
CP 76	SUNSET LAKES	$ 969.00	$ 988.38	$ 35,581.68
			2016-2017 Total	$ 214,051.90

If you have any questions, or would like to discuss this matter, please do not hesitate to contact me. We look forward to serving the City for another term.

Sincerely,

Karmen Burn

Karmen Burn
Vice President

Cc: Ron Eggenberger

10.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Luisa M. Millan, Director, on behalf of Construction and Facilties Management

Temp Reso Number: 5969

Item Description: Temp. Reso. No. 5969, APPROVING AN ADDITIONAL SERVICES FEE FOR WALTERS ZACKRIA ASSOCIATES, PLLC, FOR ADDITIONAL DESIGN SERVICES FOR THE ADULT DAY CARE CENTER, IN AN AMOUNT NOT-TO-EXCEED $70,632; AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE EXISTING PROJECT AUTHORIZATION AGREEMENT. (Construction and Facilties Management Director Luisa M. Millan)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: On May 7, 2014, through the adoption of Resolution No. 14-122, the City Commission approved a Project Authorization Agreement with Walters Zackria Associates, PLLC ("WZA"), for the provision of engineering and architectural design services for the design of the Adult Day Care Center (the "Project"). The Project Manager for this Project is E. Denise Cone.

During the design phase, the building program was enhanced to accommodate all required services as well as compliance with the City's design standards. City staff negotiated with WZA the additional design services fee and agreed on a fair and reasonable fee not-to-exceed amount of $70,632.

This Resolution seeks City Commission approval of the additional services fee for WZA for additional design services for the Adult Day Care Center, and authorization for the City Manager to execute the First Amendment to the Project Authorization Agreement, in an amount not-to-exceed $70,632.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of $70,632 has been budgeted in the CapProject Fund, GL Account No. 395-53-801-569-000-606502-53014, entitled "CIP-Plan/Design/Eng".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5969**
  - **Exhibit A: First Amendment to the Project Authorization Agreement with Walters Zackria Associates, PLLC, with Attachments**
- **Attachment(s)**
  - **Attachment 1: Continuing Services Agreement with Walters Zackria Associates, PLLC,**
  - **Attachment 2: Project Authorization Agreement with Walters Zackria Associates, PLLC,**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Luisa M. Millan, Construction & Facilities Management Director

DATE: December 14, 2015

RE: Temp. Reso. No. 5969, approving an additional services fee in an amount not-to-exceed $70,632 for the provision of additional design services for the Adult Day Care Center by Walters Zackria Associates, PLLC.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5969, approving an additional services fee for Walters Zackria Associates, PLLC ("WZA"), for additional design services for the Adult Day Care Center, in an amount not-to-exceed $70,632, and authorizing the City Manager to execute a First Amendment to the existing Project Authorization Agreement.

ISSUE: City Commission approval is required for expenditures exceeding $50,000, in accordance with City Code Section 2-412(a)(1).

BACKGROUND: On May 7, 2014, through the adoption of Resolution No. 14-122, the City Commission approved a Project Authorization Agreement WZA, for the provision of engineering and architectural design services for the design of the Adult Day Care Center (the "Project").

During the design phase, the building program was enhanced to accommodate all required services as well as compliance with the City's design standards, which included an increase to the overall building footprint. City staff has spent a considerable amount of time negotiating with WZA on the additional design services fee and agreed on a fair and reasonable fee not-to-exceed amount of $70,632, thereby increasing the original contract amount from $64,800 to $135,432.

This resolution seeks City Commission approval of Temp Reso. No. 5969, approving an additional services fee for WZA for additional design services for the Project in an amount not-to-exceed $70,632 and the associated First Amendment to the existing Project Authorization Agreement.

Temp. Reso. No. 5969
12/14/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN ADDITIONAL SERVICES FEE FOR WALTERS ZACKRIA ASSOCIATES, PLLC, FOR ADDITIONAL DESIGN SERVICES FOR THE ADULT DAY CARE CENTER, IN AN AMOUNT NOT-TO-EXCEED $70,632; AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE EXISTING PROJECT AUTHORIZATION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 7, 2014, through the adoption of Resolution No. 14-122, the City Commission approved a Project Authorization Agreement with Walters Zackria Associates, PLLC ("WZA"), to provide engineering and architectural design services for the design of the Adult Day Care Center (the “Project”); and

WHEREAS, during the design phase, the building program was enhanced to accommodate all required services as well as compliance with the City’s design standards; and

WHEREAS, City staff negotiated with WZA the additional design services fee and agreed on a fair and reasonable fee not-to-exceed amount of $70,632; and

WHEREAS, the City Manager recommends that the City Commission approve the additional services fee for WZA for additional design services for the Adult Day Care Center, and seeks authorization to execute the proposed First Amendment to the

Project Authorization Agreement in the form attached hereto as Exhibit “A” with WZA in an amount not-to-exceed $70,632; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the additional services fee for WZA for additional design services for the Adult Day Care Center, and to authorize the City Manager to execute a First Amendment to the Project Authorization Agreement in the form attached hereto as Exhibit “A” with WZA in an amount not-to-exceed $70,632.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing **“WHEREAS”** clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the additional services fee for WZA in an amount not-to-exceed $70,632 for additional design services for the Adult Day Care Center.

Section 3: That it authorizes the City Manager to execute the First Amendment to the Project Authorization Agreement in the form attached hereto as Exhibit “A”, together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

First Amendment

To

Project Authorization Agreement

Between

City of Miramar

And

Walters Zackria Associates, PLLC

For

Professional Services Related

To

Adult Day Care Center

THIS FIRST AMENDMENT (the "Amendment") is made between the **CITY OF MIRAMAR, FLORIDA,** a Florida municipal corporation (hereinafter referred to as "City"),

AND

Walters Zackria Associates, PLLC (hereinafter referred to as "Consultant"), a corporation authorized to do business in the State of Florida, whose principal place of business is 1500 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

WHEREAS, on June 6, 2012, the City Commission approved Resolution No. 12-107 establishing libraries of qualified consultants to provide professional services to the City on an as needed basis, in accordance with the Consultants Competitive Negotiations Act (Section 287.055, F.S.), state law and the City's Procurement Code; and

WHEREAS, the Consultant is a member of the libraries under the subcategory of Architectural Services, and has executed a Continuing Services Agreement applicable to the provision of such professional services; herewith as Attachment "1"; and

WHEREAS, on April 21, 2014, the Procurement Department solicited Letters of Interest No. 14-04-34 (the "RLOI") from the five firms in the library category of architectural services for the design and engineering services necessary for the new Adult Day Care Center (the "Project"); and

WHEREAS, staff evaluated the submittal from the Consultant and determined the Consultant to be qualified to provide the design and engineering services for this Project; and

WHEREAS, on May 7, 2014, by the adoption of Resolution No. 14-122, the City Commission approved a Project Authorization Agreement (the "Project Agreement") with the Consultant to provide Engineering and Architectural Design Services for the design of the Adult Day Care Center; herewith as Attachment 2; and

WHEREAS, during the design phase the building program was enhanced to accommodate all required services as well as compliance with the City's design standards; and

WHEREAS, City staff negotiation with the Consultant the additional design services fee and agreed on a fair and reasonable not-to-exceed amount of $70,632, attached hereto as Exhibit "A"; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the City and Consultant agree as follows:

1. The above recitals are true and correct and are specifically incorporated by reference herein.

2. The Project Agreement between the City and Consultant is deemed amended as set forth in Exhibit "A" attached herein.

3. Consultant agrees that this First Amendment provides for the sole compensation for the indicated architectural and engineering services for the Project.

4. All other terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Project Authorization Agreement on the respective dates under each signature: City of Miramar through its City Manager, authorized to execute same, and by the President of Walters Zackria Associates, PLLC, authorized to execute the same.

FOR CITY:

By: _____
Kathleen Woods-Richardson, City Manager

Dated: _____

ATTEST:

_____
Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

By _____
Weiss Serota Helfman
Cole & Bierman, P.L.
City Attorney

FOR CONSULTANT:

By: _____
Abbas Zackria, President

Dated: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

(CORPORATE SEAL)

Exhibit "A" to the Amendment

Walters • Zackria Associates

Abbas H. Zackria, CSI
President

Architecture • Engineering • Planning

November 30, 2015

E. Denise Cone
Contract Project Manager
Engineering Services Department
City of Miramar
2200 Civic Center Place, Miramar, Florida 33025

Re: Miramar Adult Day Care Center
Contract Amendment #1

Dear Ms. Cone:

Based on the executed agreement between WZA and the City of Miramar, WZA shall be compensated for the design costs based on the actual bid cost x 9% design fee (Attachment 1). In addition, WZA is owed $11,600 as per the additional services letter dated 10-26-14 for additional design services to comply CAB requirements as directed by City staff (Attachment 2).

Based on the actual bid award of $1,651,096, the current design fees owed to WZA are $148,598 plus CAB modification of $11,600 for a total design fee of $160,198.00, plus $10,000 in reimbursables.

As per the meeting with City Staff on November 4, 2015, WZA will accept a reduced rate of 7.5% design fee of the bid amount plus the additional services for the CAB required revisions. Please see table below with the revised contract amount.

	Original Contract Amount	New Contract Amount	Additional Fees This Amendment
Original Contract Amount	$64,800.00	$123,832.00	$59,032.00
Additional CAB Service		$11,600.00	$11,600.00
Reimbursables	$10,000.00	$10,000.00	$ 0.00
Total Contract value	$74,800.00	$145,432.00	$70,632.00

For the purposes of billing, the initial base contract amount of $64,800, has been billed and paid. $32,032.00 and $11,600.00 CAB design fees will be immediately after WZA receives an amended PO. Remaining $27,000.00 additional fees billed on a monthly basis for a period of 9 months for the duration of the construction contract. Please let me know if you have any questions. Thank you.

Sincerely,

Abbas Zackria, CSI, CDT, LEED AP, CPSI
Principal Architect, President

1500 West Cypress Creek Rd., Suite 105, Fort Lauderdale, Florida 33309
Ph: 954-522-4123 Fax: 954-522-4128

Florida Registration: AA26000970
admin@wza-architects.com

Walters • Zackria Associates

Architecture • Engineering • Planning

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Attachment 1

April 29, 2014 (Revised 6-5-14)

Michel N. Magloire
Assistant Director of Operational Services
City of Miramar
Engineering Services Department
2200 Civic Center Place
Miramar, Florida 33025

Re: Adult Day-Care Facility

Dear Mr. Magloire:

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the proposed Miramar Adult Day-Care Facility. The project will generally include Project Evaluation, Schematic Design, Construction Documents, Green Design Services, Cost Estimating, Permitting, Bid Phase Assistance, Shop Drawing Review, Construction Administration, and Structural, Electrical, and Landscaping reviews, and Civil Inspections.

This project shall be designed to meet green building standards, similar to USGBC LEED standards; however, City will decide if the building will be registered with USGBC at a later date. Green building design elements shall be incorporated into the building construction documents.

Proposed building will be approximately One-story 3,200 sf new building with a parking lot.

Building Envelope Design, Site Design, Civil Engineering, Landscaping, Irrigation, and Site Lighting will be provided to secure Develop Review Committee, Community Appearance Board, and City Commission approvals prior to receiving a building permit.

Testing Services will be provided by WZA as a reimbursable expense. Survey will be provided by WZA as a reimbursable expense.

620 Southeast 1st Street, Fort Lauderdale, Florida 33301
Ph: 954-522-4123 Fax: 954-522-4128

Florida Registration: AA26000970
admin@wza-architects.com

The project will include the following service tasks:

PHASE 1 - FIELD DOCUMENTATION AND EVALUATION SERVICES

Task 1.0 to 1.3 Site and Project Analysis

Walters Zackria Associates and its consultants will review the existing site conditions. City's zoning code will be reviewed to determine the minimum number of parking spaces, maximum building area and height limitations, impact of setbacks or easements currently in place, amount of pervious area required, minimum lighting levels, minimum landscaping requirements, etc. Existing site will be reviewed for existing utilities, trees, landscape features, roadway connections, etc. WZA and its consultants will meet with FPL, ATT, etc. to determine utilities availability and location.

Project site area shall be limited to area shown in Attachment 'A'. Any other design, or permitting work required outside this defined areas shall be billed as additional services.

PHASE 2 - SCHEMATIC DESIGN SERVICES

Task 2.0 to 2.1 - Schematic Design

Once a current CAD site survey is received, WZA will develop a schematic site plan. Site plan will consider building location, building size, building massing, parking location, exterior site functions, ingress and egress, and vehicular traffic flows.

Walters Zackria Associates will develop a schematic building floor plan. One-story building plan will be developed. The schematic plan will layout all the spaces and functions, circulation, spatial relationships, etc. Walters Zackria Associates will develop schematic building elevations. WZA will attend up to 2 schematic design meetings with City staff.

Task 2.2 - Public Presentations and Renderings

Once a schematic design approval is received from the City staff, Walters Zackria Associates will proceed with obtaining a 3-dimensional colored rendering showing the new building, the existing buildings, and the site. A color site plan will be generated to show the approved schematic site layout. Rendering shall be produced prior to any public presentation.

Walters Zackria Associates, in conjunction with City staff, will meet with City Commission and members of the public to receive comments and input on the proposed schematic site plan, schematic floor plans and schematic elevations. WZA will attend up to 2 public presentations with City staff. WZA will provide a systems narrative with the schematic design submittal.

Task 2.3 - Probable Budget Estimate

Walters Zackria Associates will prepare a probable budget estimate for the schematic design option. This estimate will be a ballpark figure to show the order of magnitude project cost. A detailed probable cost estimate is not included in this task.

PHASE 3 – CONSTRUCTION DOCUMENT SERVICES

Task 3.0 to 3.3 - Construction Document Services – 60%, 90% and 100%

Once a design development approval is received from the City, Walters Zackria Associates and its consultants will proceed with Construction Document Services. WZA will provide complete building Construction Documents to include Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Landscaping. Building construction systems will be selected and coordinated with other disciplines.

Structural engineering scope of work shall include a foundation, wall and roof design for a new building. Foundation design shall be based on 2,500 PSF soil conditions. The building shall be at grade, which will be coordinated with the existing site conditions and FEMA flood elevations.

The Mechanical Engineering scope of work shall consist of HVAC and exhaust system design to the new building. HVAC system design shall utilize standard split system units.

Electrical Engineering scope of work shall include an underground electrical service to the building from the existing power poles as needed. Building power and lighting design will be provided. Site lighting will be provided via building mounted and pole mounted lights.

The Plumbing Engineering scope of work shall consist of water supply and sanitary plumbing to the new building restrooms and showers.

Civil engineering scope of work will include designing for water service, sewer collection and disposal, storm water drainage, and pavement design. Civil engineering scope of work will include coordination of all services to the building with the MEP engineers.

Landscape Architecture scope of work shall include landscaping and irrigation system design for the local site. Landscape and irrigation plans will be provided showing existing vegetation and new landscape material. Selected landscaping material shall be low maintenance, utilizing xeriscape design as much as possible.

WZA will attend up to 3 Construction Document meetings with City staff to review submittals the 60%, 90% and 100% stages. WZA will provide electronic AutoCAD, Word, Excel, PDF, files to the City.

Task 3.4 – Green Building Design Services

Services will include identifying potential Green design options, organize and facilitate charrettes in collaboration with consultants and owner's staff, develop meeting agendas, moderate each meeting, track assignments, capture ideas, notes, drawings, plans etc. Track and report status and activity of green credits, develop a comprehensive plan to detail the credits being targeted, develop a schedule, provide consultation to the project's major systems design team, and provide green design narrative.

City will determine, at a later date, if the project will be registered with the US Green Building Council and if LEED certification will be sought.

Task 3.5 - Project Specifications

Project Specifications will be prepared for all building systems and components in CSI Masterformat. All Green Building design elements will be incorporated into the specifications.

Task 3.6 - DRC / CAB Submittal and Approval

WZA shall submit drawings to DRC and CAB review boards for project approval. WZA shall make any required changes to address comments. WZA will attend meetings as required for approvals from DRC, CAB, and City Commission.

Task 3.7 - A/E QA / QC Review

Documents prepared under task 4 will be reviewed by firm principals for quality control and coordination.

Task 3.8 - Cost Estimate

At the end of the Construction Document stage, a detailed cost estimate will be provided to update architect's probable budget estimate. Project scope will be evaluated and alternate bid items selected, as required.

PHASE 4 – PERMITTING SERVICES

Task 4.0 to 4.2 - City Building Department Permitting Services

WZA shall obtain all approvals and permits from the City Building Division, and necessary for the construction. WZA shall make all revisions to the drawings and specification necessary to obtain approval. The revisions made to the project due to the permitting requirements shall become the defined project to be used for contract award.

Task 4.3 - Site Engineering Permitting Services

WZA shall obtain all approvals and permits from City Engineering Department, Broward County EPD, and South Broward Drainage District, having jurisdiction over the project, and necessary for the construction.

WZA shall not be responsible for permit fees. WZA shall make all revisions to the drawings and specification necessary to obtain approval. The revisions made to the project due to the permitting requirements shall become the defined project to be used for contract award.

PHASE 5 – BIDDING SERVICES

Task 5.0 To 5.2 – Bid Phase Services

WZA shall give assistance to the CITY during the bidding and award phase of the construction contract. Bid services shall be for selection of a General Contractor or Construction Manager at Risk. This assistance shall consist of attending a pre-bid meeting, addressing RFI's issuance of addenda for clarification as necessary, and assistance with the evaluation of bids.

PHASE 6 - CONSTRUCTION PHASE SERVICES

Task 6.0, 6.1 – Progress Meetings

WZA will monitor the progress of project throughout the construction phase with the City and its Contractor, attend up to (13) bi-weekly progress meetings, and provide any direction required so the project remains consistent with the Construction Documents. WZA staff will provide meeting agenda and meeting minutes.

Task 6.2 - Shop Drawing Review

During the construction phase of the project, WZA will provide up to (1) shop drawing review per submittal for the City and the General Contractor to review for compliance with the Construction Documents. Additional reviews for incorrect or incomplete submittals will be billed as additional services.

Task 6.3 - Construction Administration

During the construction phase of the project, WZA shall provide Limited Construction Administration Services for the City and the awarded General Contractor or Construction Manager comprised as follows: review the construction progress, review and approve payment applications, review change order requests, review actual progress with construction schedule, and make any decisions required to clarify the intent of the Construction Documents. Construction Administration services are for a single construction period not to exceed 9 months by a Pre-qualified General Contractor or Construction Manager.

Construction Administration services are based on an hourly allowance of 4 hours per week for 9-month construction duration or final completion, whichever occurs first. Additional time will be billed as additional services.

Task 6.4, 6.5 – Substantial and Final Inspections

After the project is complete, WZA shall prepare punch lists and certify that the project has attained substantial and final construction.

Task 6.6 - Civil Engineering Inspections and Certification

WZA shall provide civil engineering inspections required by the City's Engineering Department and various permitting agencies. These civil engineering inspections shall include utilities systems (water, sewer, storm drainage) installation, parking and field preparation, sub-base, stabilizer rock, and asphalt. A final certification shall be provided to each agency.

COMPENSATION

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis and paid on percent completed in accordance with the AGREEMENT. The fee breakdown is as follows:

BASIC SERVICES

TOTAL BASIC SERVICES: **$ 64,800.00**

The fees are based on 9% of current City estimated project construction cost of $720,000 (3,200sf x $225sf) for building and site construction. In the event any portion of the basic services be reduced or enlarged, the City shall have the right to make a corresponding adjustment in the fixed negotiated fee as follows:

a) In the event any phase of services is eliminated, the consultant shall not be entitled to payment for that portion of the Basic Services that was eliminated.
b) In the event the construction phase services are reduced by the City, the portion of the Basic Services fee (construction administration) designated for the construction phase shall be reduced by a corresponding amount.
c) If the lowest responsive responsible bids comes in over $720,000, and the City decides to award the construction contract for that amount, the consultant will be entitled to a basic services–compensation adjustment increase at the same 9% rate, corresponding to and proportional to the increase in the bid amount over the City's project estimate.
d) In the opposite, if the lowest responsive responsible bids comes in under $720,000, and the City decides to award the construction contract for that amount, the city will be entitled to a credit fee adjustment decrease at the same 9% rate, corresponding to and proportional to the decrease in the bid amount over the City's project estimate.

Reimbursables - Above listed design costs do not include reimbursable items such as printing, plotting, courier, postage, material boards, misc. Reimbursables shall be billed at direct cost. The following reimbursable budget would be estimated to cover these costs. Surveying and testing are included as reimbursable expenses.

Reimbursable Expense Budget **$ 10,000.00**

OPTIONAL SERVICES

Task OS1 - LEED Agent Services

Walters Zackria Associates will perform additional services as the LEED Agent on behalf of the City and the Construction Team. LEED Agent services will include the following:

1. Track and report status and activity of LEED credits.
2. Provide consultation to the project's major systems design teams regarding Registration with the United States Green Building Council. (USGBC).
3. LEED credit interpretation reviews and/or submissions to the USGBC.
4. Assist in the development and /or review of LEED specific specification language for materials, equipment, submittal procedures, Construction Waste Management, and Construction Indoor Air Quality Management.

Task OS2 - LEED Fundamental Commissioning Services

Walters Zackria Associates will hire a Consultant to act as a LEED Commissioning Agent on behalf of the City, and the Construction Team. LEED Commissioning Agent will provide the following services:

The Fundamental Commissioning Services of the Commissioning Agent consist of:

1. Verify that Energy Consuming Systems (HVAC, lighting, domestic hot water) Installation of the Project meet requirements of LEED, including:

    a. Development of Pre-Functional Tests;
    b. Development of Functional Tests;
    c. Observation and acceptance of Pre-Functional Tests;
    d. Observation and acceptance of Functional Tests; and
    e. Observation of Test and Balance.
    f. Prepare Commissioning Management Report (Commissioning Final Report). The Report shall include an executive summary, list of participants and their roles, brief description of the Project.
    g. TAB reports;
    h. System schematics;
    i. Control strategies and set points; and Deficiency Log.

Task OS3 - LEED Design Documentation Services

If this building is registered with USGBC for LEED 3.0 'Silver' level certification, WZA staff will prepare and submit LEED Design Points backup documents and templates to USGBC for eventual LEED 3.0 'Silver' level certification. Contractor will be responsible for documenting and submitting the LEED Construction Points.

OPTIONAL SERVICES FEES:

Task OS1 - LEED Agent Services	**$ 6,000.00**
Task OS2 - LEED Fundamental Commissioning Services	**$ 5,200.00**
Task OS3 - LEED Design Documentation Services	**$ 15,000.00**
Total Optional Services	**$ 26,200.00**

PROJECT SCHEDULE

Upon receipt of the executed work authorization, WZA shall proceed with the work as described above and complete all task as per the schedule Attachment 'B'.

Note: Proposed schedule is in calendar days. City Review Period, Permitting, Bid and Award, and Construction are time allowances – actual number of days will vary and are out of WZA's control.

Schedule does not include impacts to the project associated with extended planning meetings, agency approvals, etc.

AGREEMENT

Additional services - If requested by the OWNER, shall include additional tasks not specifically mentioned above.

All additional services requested by the OWNER shall be billed at the firm's hourly rates included in Attachment 'C'. Additional services may include:
Major redesign effort due to change in overall project scope, budget, or programming criteria after Schematic Design Submittal.
Interior Design and Furnishing Design Services.
Specialty Engineering Services excluded in the scope of services:
Emergency Operations Center
Repeated Shop Drawing Reviews due to contractor's incorrect or incomplete submittals.
Construction Administration extending beyond 9 months or exceeding the hourly allowance.

Optional services - If authorized by the OWNER, optional services tasks shall include services listed below:

LEED Services are optional in the scope of services:
LEED Agent Services
LEED Fundamental Commissioning Services
LEED Documentation Services

Site Survey – WZA will hire a survey firm, to compile an accurate current CAD local area survey which includes roads, boundaries, easements, topography at max. 50' grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground fuel storage tanks, and all existing visible and concealed utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for undocumented or inaccurate survey information.

Geotechnical Testing and Recommendation – WZA will hire a soil testing agency to provide soils borings and exfiltration testing as dictated by the consultant. Architect shall not be responsible or liable for undocumented or inaccurate soils information.

Existing Conditions - Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site conditions.

Owner Requirements -

Consultant shall not be responsible for permit fees to all agencies having jurisdiction.
City will pay all fees to all agencies and third party vendors, such as green power.
City will provide existing site utility drawings and permits.
City will pay for LEED related fees to USGBC (if accepted).

Thank you for the opportunity to provide design services. We will initiate work upon receipt of Purchase Order or Notice to Proceed. Please contact our office if you have any questions regarding this proposal.

Sincerely,

Robert S. Walters, AIA
Principal Architect, Vice President

Walters • Zackria Associates

Architecture • Engineering • Planning

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

October 16, 2014 (revised 10-26-14)

Attachment 2

E. Denise Cone
Contract Project Manager
Engineering Services Department
City of Miramar
2200 Civic Center Place, Miramar, Florida 33025

Re: Miramar Adult Day Care Center
Additional Services Fee Proposal

Dear Ms. Cone:

Based on comments received at the Community Appearance Board (CAB) meeting on October 14, 2014, WZA has be requested to redesign the building entrance, the building roof structure, building elevations, renderings, along with the updating the site drawings, landscape, civil, site lighting, to incorporate the building changes.

Based on the CAB comments, the project will expand to 4,080 sf interior footprint and 2,276 sf exterior covered areas with a project probable cost of $1.475 million. Prior to the CAB meeting, WZA provided several schematic design schemes to get the project program in line with the project budget of $1.25 million.

The firm of Walters Zackria Associates, PLLC proposes the following additional scope of work and fee schedule for the proposed Miramar Adult Day Care Center.

The additional services required will be for (2) phases. Costs for both phases are included in this proposal.

The first phase is to revise the building plan, roof plan, elevations, section, site drawings, and renderings to comply with CAB comments.

The second phase additional services will be to update the construction documents. The construction document set revisions will be put on hold until we have approval from CAB. Once CAB has approved the submittal, WZA will proceed with updating the construction documents to incorporate these changes.

The additional services cost and schedule will include:

SCHEMATIC DESIGN SERVICES, CAB APPROVAL, AND CONSTUCTION DOCUMENT UPDATE

Once approval is obtained on this additional services proposal, Walters Zackria Associates will update the schematic building plan, elevations, section, site drawings, and renderings. City will provide sketches. WZA will be hard lining the concepts. WZA will attend up to 1 additional CAB meeting. WZA will update the construction documents to incorporate the CAB related changes.

620 Southeast 1st Street, Fort Lauderdale, Florida 33301
Ph: 954-522-4123 Fax: 954-522-4128

Florida Registration: AA26000970
admin@wza-architects.com

Compensation:

Update Architectural Drawings Concept - hardline:	**$2,500**
Update Civil Engineering Drawings:	**$1,000**
Update Architectural and Landscape Site Drawings:	**$1,000**
Update Renderings:	**$1,000**
Attend CAB Meeting:	**$ 600**
Update Construction Documents:	**$5,500**
Total Phase 1 Additional Services:	**$11,600**

Schedule:

WZA Provide Concept Sketches:	**October 25, 2014**
City Approval for Additional Services:	**October 27, 2014**
City Approval of Concept Sketches:	**October 27, 2014**
WZA Update DRC / CAB Set	**November 3, 2014**
City Deadline to Update Commission Agenda Package:	**November 13, 2014**
Commission Meeting:	**November 24, 2014**

Project Cost Escalation:

The building footprint will increase to 4,080 sf. The building overhang, including the rear patio and Porte-Cochere footprint, will increase to 2,275 sf.

The change in roof construction from bar joists to wood trusses will result in some savings; however there will be an increase in the roof material costs from membrane to barrel tile. So the change will not result in savings per square foot for the building. The revised footprint will cost approximately $225,000 more resulting in a total project probable cost estimate of $1.475 million.

Due to the critical timeline, WZA can proceed with the additional services with City approval of this proposal, followed by a revised purchase order. Please let me know if you have any questions. Thank you.

Sincerely,

Abbas Zackria
Principal Architect, President

City Approval

Signature Name

Date

CONTINUING SERVICES A G R E E M E N T

Between

CITY OF MIRAMAR

And

WALTERS ZACKRIA ASSOCIATES, PLLC

For

PROFESSIONAL ARCHITECTURAL/ENGINEERING CONSULTING SERVICES

THIS AGREEMENT is made between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (hereinafter referred to as "CITY"),

AND

WALTERS ZACKRIA ASSOCIATES, PLLC a corporation, authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT"), whose principal place of business is 620 SE 1st Street, Fort Lauderdale, Florida 33301.

Whereas, consistent with the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"), the City advertised RFQ No. 12-11-11 seeking technical/qualification proposals for eight subcategories of architectural or engineering services, with the intent to choose the five most qualified firms in each of eight subcategories of services to be placed into a pool of pre-qualified architectural and/or engineering consultants to provide future services to the City on an as needed, project by project basis; and

Whereas, pursuant to the evaluation, scoring and ranking procedures set forth in the RFQ, CONSULTANT was determined to be one of the top qualified firms in the following subcategory of services: Architectural Services; and

Whereas, on June 6, 2012, the Miramar City Commission adopted Resolution No. 12-107, approving the ranking and award of the RFQ to the firms determined to be the highest ranked in the eight subcategories of architectural or engineering services, which included the CONSULTANT; and

Whereas, CONSULTANT has been placed in the City's pool of consultants for the provision of professional architectural or engineering services under the above referenced subcategory, subject to the execution of this Continuing Services Agreement setting forth the terms and conditions for the

provision of future services to the City upon identification of specific projects requiring such services (hereinafter referred to as "Specific Projects"), and upon a future determination that the CONSULTANT is the most qualified to provide such services in regard to a Specific Project as well as the successful negotiation of a specific project agreement or task order; and

Whereas, the CONSULTANT is willing and able to perform such professional services for the CITY within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services, when required.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the CITY and CONSULTANT agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions, provided in Request For Qualifications No. 12-11-11 for Architectural Design and Engineering Consulting Services ("the RFQ") are also incorporated herein.

1.1 Lump Sum: a method of payment to the CONSULTANT for a fixed sum amount that constitutes total compensation to the CONSULTANT for the performance by the CONSULTANT of a Specific Project. Said fixed sum includes but is not limited to compensation for all fees, expenses and out-of-pocket costs of the CONSULTANT.

1.2 Reimbursable Direct Expenses or Reimbursables: the non-salary expenses directly attributable to the Project, including, without limitation, long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project, actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant's fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Broward County. No overnight travel or out-of-town travel outside of Broward County shall be reimbursed unless the CONSULTANT has secured advance written authorization for such travel from the CITY Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the CCNA, the CONSULTANT shall provide professional services to the CITY for specific projects as authorized from time to time by the CITY ("Specific Projects"). The CITY reserves the right to select one or more firms to perform any Specific Project or Projects.

2.2 When the need for services for a Specific Project occurs, the CITY may, at its sole discretion, after determining that CONSULTANT is the most qualified member of the architectural/engineering consultant pool under the appropriate subcategory of services, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The CITY shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal that includes a lump sum fee and a manpower-task breakdown.

2.3 The agreement for each Specific Project ("Project Agreement") shall set forth, among other things, the following:

2.3.1 The Scope of Services;

2.3.2 The deliverables;

2.3.3 The time and schedule of performance, any applicable penalty for failure to timely perform, and term;

2.3.4 The amount and schedule of payment of compensation;

2.3.5 The personnel assigned to the Specific Project; and

2.3.6. Any other details necessary for accomplish of the Specific Project.

2.4 The professional Services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. The City Manager is authorized to negotiate and execute such Project Agreements to the extent authorized by the City Code. The CONSULTANT'S Services shall be performed, completed and submitted to the CITY as specified in this Agreement and in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the CITY and the CONSULTANT are unable to reach a satisfactory Specific Project Agreement or the CITY determines that the best interests of the CITY would be served by procuring services for a Specific Project from another consultant, then the CITY shall, at its sole discretion, terminate negotiations with the CONSULTANT for the Specific Project.

SECTION 3. TERM AND TERMINATION

3.1 This Continuing Services Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect for a period of three years, unless and until terminated pursuant to Section 3.2 or 3.3 or other applicable sections of this Agreement. By mutual agreement of the parties, the parties shall have the option of renewing this Agreement for one additional three year period. Each Project Agreement shall specify the period of service agreed to by the CITY and CONSULTANT for Services to be rendered under said Project Agreement.

3.2 This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days written notice to the CONSULTANT. In the event of such termination, any Services performed by the CONSULTANT under this Continuing Services Agreement shall, at the option of the CITY, become the CITY'S property, and the CONSULTANT shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall CITY make payment of profit for Services that have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONSULTANT abandons this Agreement or causes it to be terminated by the CITY, the CONSULTANT

shall indemnify and save the CITY harmless against loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement or as provided by law.

SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach herein, an event of default shall include the following:

4.1.1 CONSULTANT has not performed Services on a timely basis;

4.1.2 CONSULTANT has refused or failed to supply sufficient properly skilled Staff personnel;

4.1.3 CONSULTANT has failed to make prompt payment to Subcontractors or suppliers for any services;

4.1.4 CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT'S creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or the CONSULTANT'S affairs have been put in the hands of a receiver;

4.1.5 CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;

4.1.6 CONSULTANT has failed in the representation of any warranties;

4.1.7 CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

4.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, the CITY may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. In the event payment has been made for Services or any work not completed, the CONSULTANT shall return these sums to the CITY within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the CITY'S right to terminate, at any time, pursuant to the provisions of this Agreement.

4.3 In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

4.3.1 lost funding, and

4.3.2 all costs associated with procuring alternate services, including without limitation, for the Services and additional amounts expended by the CITY, including procurement and administrative costs.

4.4 The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the CITY by Change Order without invalidating the Project Agreement.

5.2 Change Order Defined. Change Order shall be defined as described in Section 2-405 of the CITY'S Code of Ordinances.

5.3 Effect of Executed Change Order. The execution of a Change Order by the CITY and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT'S agreement to the ordered changes in the Scope of Services, the compensation to be paid to CONSULTANT and the required time for performance. The CONSULTANT, by executing the Change Order, waives

and forever releases any claim against the CITY for additional time or compensation (including additional overhead) for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONSULTANT agrees that no claim for delay damages shall be asserted against the CITY and hereby waives rights to any such claim.

SECTION 6. CITY'S RESPONSIBILITIES

6.1 Provide CONSULTANT all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the Services to be performed by CONSULTANT.

6.2 Furnish to CONSULTANT, at the CONSULTANT'S request, existing studies, reports and other available data pertinent to the Services to be provided by CONSULTANT.

6.3 Provide CONSULTANT access to CITY property as required for CONSULTANT to perform Services.

SECTION 7. CODE OF ETHICS

7.1 The code of ethics of the National Society of Professional Engineers shall be incorporated in this Agreement by this reference.

SECTION 8. POLICY OF NON-DISCRIMINATION

The CONSULTANT shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Specific Project and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of Work under this Agreement or a Project Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the CITY or furnished by CONSULTANT pursuant to any Project Agreement shall become the property of the CITY, whether the Specific Project for which they are made is completed or not, and shall be delivered by CONSULTANT to CITY within ten (10) calendar

days after receipt of written notice requesting delivery of said documents. In no event shall the CONSULTANT use, or permit to be used, any of the documents without the CITY'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written consent of the CITY for the specific purpose intended will be at the CONSULTANT'S sole risk and is not authorized by the CITY.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the CONSULTANT for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the CITY.

9.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

SECTION 10. RECORDS/AUDITS

10.1 CONSULTANT shall maintain and require Subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to Work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall and be available at all reasonable times for examination and audit by CITY or any authorized CITY representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Specific Project performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries.

10.2 Refusal of the CONSULTANT to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause, by the CITY, of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, CITY shall have the right to terminate this Agreement or any Project

Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor under this Agreement. Services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT or an authorized Subcontractor, 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 CONSULTANT.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of CITY, which may be withheld for any reason.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed by authorized agents of both parties.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Services under this Agreement and any Project Agreement.

14.2 The CONSULTANT acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15.

SECTION 15. INSURANCE

15.1 The CONSULTANT shall not commence Work under this Agreement until CONSULTANT has obtained all insurance required under this Section and such insurance has been approved by the Risk Manager of the CITY; nor shall the CONSULTANT allow any Subcontractor to commence Work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved. The CONSULTANT shall secure and maintain such insurance throughout the duration of this Agreement and any Project Agreement.

15.2 Certificates of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the CONSULTANT shall provide to the CITY'S Risk Management Division, certificates of Insurance evidencing the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall state that such insurance is as required by this Agreement and any Project Agreement. The CITY reserves the right to require the CONSULTANT to provide a certified copy of such policies upon written request by the CITY. If a policy is due to expire prior to the completion of the Services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CITY shall be named as an additional insured on all insurance policies.

15.3 Policyholders and Financial Ratings must be no less than "AVII" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

15.4 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be maintained during the term of this Agreement and any Project Agreement to comply with statutory limits for all employees, if required, and in the case any Work that is sublet, the CONSULTANT shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subcontractors shall maintain during the life of this policy Employer's Liability Insurance with minimum limits of $500,000.00 for each accident.

15.5 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the

CONSULTANT and the CITY against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.6 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the CITY against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations, 2) Independent Contractors and Products and/or Completed Operations, 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The CITY is to be specifically included as an additional insured for the liability of the CITY resulting from operations performed by or on behalf of CONSULTANT in performance of this or any Project Agreement. CONSULTANT'S insurance, including that applicable to the CITY as an additional insured, shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute to CONSULTANT'S insurance. CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

15.7 Professional Liability. The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than $1,000,000.00 with a deductible of $50,000.00 or less, per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the CITY, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy

during the policy term. The CONSULTANT shall additionally notify the CITY, in writing, within thirty (30) calendar days of any claims filed or made against this policy during the policy term.

15.8 All deductibles or self-insured retentions must be declared to and be approved by the CITY Manager or designee. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures related to any Project Agreement.

SECTION 16. REPRESENTATIVE OF CITY AND CONSULTANT

16.1 CITY Representative. The CITY designates the CITY Manager or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONSULTANT Representative. CONSULTANT shall inform the CITY Representative, in writing, of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the CITY or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or 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 the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which are applicable to or which affect the procedures of the CONSULTANT.

19.2 The obligation of the CONSULTANT to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Specific Project for which the CONSULTANT has provided Services under a Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the CITY, the CONSULTANT shall immediately proceed to correct the Work, re-perform Services which fail to satisfy the foregoing standard of care as determined by the CITY, and shall pay all costs and expenses associated with correcting said incorrect or defective Work, including any additional testing, inspections, and construction and reimbursement to the CITY for any other services and expenses made necessary thereby. The CITY'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, any Project Agreement, or by law, equity or otherwise.

19.4 The CONSULTANT'S obligations under Sections 14 and 19 shall survive termination or expiration of this Agreement or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONSULTANTS

20.1 In the event the CONSULTANT requires the services of any subconsultants/Subcontractors or other professional associates in connection with Services covered by this Agreement or any Project Agreement, the CONSULTANT must first secure the prior written approval of the CITY before providing subcontracted Work.

20.2 Any subcontract with a Subcontractor or Subconsultant shall afford to the CONSULTANT rights against the Subcontractor or Subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement or payment shall be made to the CONSULTANT for any Subconsultants that have not been previously approved in writing by the CITY for use by the CONSULTANT.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Robert Walters, President
Walters Zackria Associates, PLLC
620 SE 1st Street
Fort Lauderdale, Florida 33301

FOR CITY:

Robert A. Payton, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

With Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Pastoriza & Cole & Boniske P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement

are accurate, complete, and current at the time of contracting. Compensation under any Project Agreement shall be adjusted to exclude any sums by which the CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 27. SEVERABILITY

If any provision of this Agreement or the application thereof 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 thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 28. 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.

SECTION 29. CONFLICT-OF-INTEREST

29.1 To avoid any conflicts of interest, or any appearance thereof, CONSULTANT, for the term of this Agreement, agrees that it will not represent any private sector individuals or entities with regard to engineering issues within the CITY without first notifying the CITY of the services to be performed. If, after such notification, the CITY reasonably determines that a material conflict exists, CONSULTANT will not perform such conflicting work within the same office or organizational unit, but will clearly separate the work efforts. Furthermore, no information will be shared between the two units in performing such Services. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by the CONSULTANT in completion of the Services under any Project Agreement.

29.2 Furthermore, CONSULTANT covenants that no person under its employ who exercises any functions or responsibilities on behalf of the CITY in connection with this Agreement or with any Project Agreement will have any personal financial interest, direct or indirect, with contractors or vendors providing professional services on Specific Projects assigned to the CONSULTANT, except as fully disclosed and approved by the CITY. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of CONSULTANT or its employees must be disclosed in writing to CITY.

SECTION 30. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of this Agreement or any Project Agreement, including as set forth above, shall survive termination of the Agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and

through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by CONSULTANT, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

Yvette M. McLeary
City Clerk

CITY OF MIRAMAR

By: _____
Robert A. Payton
City Manager

Dated: 7/26/2012

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

7/19/12

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

CONSULTANT:

WITNESSES:

Print Name: JOSEPHINE LACHICA

Print Name: Johanna Ordaz

By: _____

Print Name: ROBERT WALTERS

Dated: 6/26/12

(CORPORATE SEAL)

Client#: 7724 WALTZAC3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2012

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
ISU Suncoast Insurance Assoc
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

CONTACT NAME:
PHONE (A/C, No, Ext): 813 289-5200 FAX (A/C, No): 813 289-4561
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Walters Zackria Associates, PLLC
A.K.A. Robert S. Walters AIA, PA
620 S.E. 1st Street
Fort Lauderdale, FL 33301

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hudson Insurance Company	25054
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEE7142407	06/16/2012	06/16/2013	$1,000,000 per claim $5,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made and reported basis.
Project: Professional Architectural Design and Services. Should any of the above described policies be
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Miramar
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 198
Long Beach, CA 90801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JMB

DESCRIPTIONS (Continued from Page 1)

canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named herein. Deductible for the Professional Liablity coverage is $15,000 per claim, $45,000 aggregate.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2012

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

State Farm Insurance
3038 N. Federal Highway
Ft Lauderdale, Fl 33306

CONTACT NAME: Steve Botkin, State Farm Insurance
PHONE (A/C, No, Ext): 954-537-3333 FAX (A/C, No): 954-537-3332
E-MAIL ADDRESS: www.stevebotkin.net
PRODUCER CUSTOMER ID #:

INSURED

Walters-Zackria Associates
620 SE 1st St
Fort Lauderdale, FL 33301

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			D086222	02/19/2012	02/19/2013	BODILY INJURY (Per person)	$
X	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
X	HIRED AUTOS						Comp/Coll Ded. $500	$
X	NON-OWNED AUTOS						PIP $10,000	$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y	N/A		98-BH-H2948	02/19/2012	02/19/2013	E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

City of Miramar as Additional Insured.

CERTIFICATE HOLDER

CITY OF MIRAMAR
C/O INSURANCE TRACKING SERVICES, INC (ITS)
PO BOX 198
LONG BEACH, CA 9081

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/11

PRODUCER
PATRICK BRADY INSURANCE SERVICES, INC.
901 SE 17TH ST CSW # 218
FORT LAUDERDALE, FL 33316

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
WALTERS & ZACKRIA ASSOCIATES

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC	01 SBM AR4565 DW	10/03/2011	10/03/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF MIRAMAR AS ADDITIONAL INSURED.

CERTIFICATE HOLDER X

CITY OF MIRAMAR
C/O INSURANCE TRACKING SERVICES, INC. (ITS)
PO BOX 198
LONG BEACH, CA 90801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ATTACHMENT "2"

Project Authorization Agreement

between

The City Of Miramar

and

Walters Zackria Associates, PLLC

For "Engineering and Architectural Design Services"

THIS PROJECT AUTHORIZATION AGREEMENT (the "Agreement") is made and entered into this 7th day of May, 2014 between the **CITY OF MIRAMAR, FLORIDA,** a Florida municipal corporation with principal offices located at 2300 Civic Center Place, Miramar, FL 33025 (hereinafter referred to as "City"),

AND

Walters Zackria Associates, PLLC, located at 620 SE 1st Street, Fort Lauderdale, FL 33301, authorized to do business in the State of Florida (hereinafter referred to as "Consultant").

WHEREAS, on June 6, 2012, by the adoption of Resolution No. 12-107, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Architectural Services, and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant has been chosen by City to provide the following services **"Engineering and Architectural Design Services for Adult Day-care Facility"** (the "Project"), and the parties, through mutual negotiation, have agreed upon a Scope of Services and Fee for the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. **Contract Documents.**

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (referred to as "Specific Project Agreement" or "Project Agreement" in the Continuing Services Agreement between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services Request completed by the Consultant and accepted by the City;

1.3 The Continuing Services Agreement dated 7/26/2012 between the City and Consultant, the terms and conditions of which shall apply to the provision of services under this Agreement;

1.4 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.5 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the agreement of the parties, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional services as specified in the Scope of Services Request completed by the Consultant and accepted by the City (Attachment 1).

3. Period of Service.

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of notice to proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services Request accepted by the City.

4. Compensation

Compensation (the "Contract Sum") for performing the professional consulting services related to the Project shall be the fee specified in the Scope of Services Request accepted by the City.

5. Payments.

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Scope of Services Request completed by the Consultant and accepted by the City. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, F.S.

5.2: The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of services relating to the Scope contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination.

This Continuing Services Agreement may be terminated by the City for convenience upon ten (10) calendar days written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Continuing Services Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five (5) calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. **Default:**

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. **Anti-lobbying/No Contingent Fee:**

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. **Warranties and Guarantees:**

9.1 The Consultant warrants that its services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. **Binding Effect:**

This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. **Amendments and Modification:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. **Merger; Amendment:**

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. **Nonassignability:**

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Walters Zackria Associates, PLLC
Attn: Abbas Zackria
Title: President
620 SE 1st Street
Fort Lauderdale, FL 33301
Telephone: 954-522-4123
Fax: 954-522-4128

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Telephone: 954-602-3115
Fax: 954-602-3672

With Copy to:

Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
City Attorney
200 E. Broward Blvd.
Suite 1900
Ft. Lauderdale, FL 33301
Telephone: 954-763-4242
Fax: 954-764-7770

15. Severability; Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect

the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions:

16.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

16.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

16.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

16.4 Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

CITY OF MIRAMAR

ATTEST:

Denise A. Gibbs, CMC, City Clerk

By: Kathleen Woods-Richardson, City Manager

Dated: July 22, 2014

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

DEG 7/21/14

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L. ENB

FOR CONSULTANT:

Walters Zackria Associates, PLLC

WITNESS:

By: _____
Abbas Zackria, President

Print Name: Deepak Khanna

Date: 6/13/14

Corporate Seal:

11.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Luisa M. Millan, Director, on behalf of Construction and Facilties Management

Temp Reso Number: 5971

Item Description: Temp. Reso. No. 5971, APPROVING AN ADDITIONAL SERVICES FEE FOR CPZ ARCHITECTS, INC., FOR ADDITIONAL DESIGN SERVICES FOR THE AMPHITHEATER AT MIRAMAR REGIONAL PARK, IN AN AMOUNT NOT-TO-EXCEED $91,622; AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE EXISTING PROJECT AUTHORIZATION AGREEMENT. (Construction and Facilities Management Director Luisa M. Millan)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: On January 23, 2013, through the adoption of Resolution No. 13-45, the City Commission approved a Project Authorization Agreement with CPZ Architects, Inc. ("CPZ"), to provide architectural and engineering consulting services for the design of the Amphitheater at Miramar Regional Park (the "Project"). The Project Manager for this Project is Robert Rose.

On November 18, 2013, the City Commission adopted Resolution No. 14-36, approving the First Amendment to the Agreement, for an additional consultant services fee for modifications to the Project, herewith as Attachment 2.

The Guaranteed Maximum Price (the "GMP") from Kaufman Lynn Construction, Inc. (the "Contractor"), for the Project was negotiated through re-evaluating construction methods and engineering concepts for the stage walls and adjoining roof, as well as the elimination of various design features within the project site which were not essential to the functionality of the Amphitheater.

As a result of scope reduction measures and modified design, the construction drawings, as originally permitted, must be modified in order for the Contractor to receive a building permit from the City, as well as obtain accurate sub-contractor pricing to construct the Project within the GMP. City staff negotiated with CPZ for the additional design services fee and agreed on a fair and reasonable fee not-to-exceed amount of $91,622.

On November 3, 2015, the City was awarded $377,000 from the Broward County Tourism Grant. This funding will be partially utilized for the additional services fee. Furthermore, the remaining funds are being evaluated for future park amenities such as bathrooms and back of stage expansions.

This Resolution seeks City Commission approval of the additional services fee for CPZ for additional design services for the Amphitheater at Miramar Regional Park, and authorization for the City Manager to execute the proposed Second Amendment to the Project Authorization Agreement, in an amount not-to-exceed $91,622.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of $91,622 has been budgeted in the ParkDev Fund, GL Account No. 387-53-800-572-000-606502-51006, entitled "CIP-Plan/Design/Eng".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5971**
  - **Exhibit A: Second Amendment to the Project Authorization Agreement with CPZ Architects, Inc., with Attachments**
- **Attachment(s)**
  - **Attachment 1: Project Authorization Agreement with CPZ Architects, Inc.**
  - **Attachment 2: First Amendment to the Project Authorization Agreement with CPZ Architects, Inc.**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Luisa M. Millan, Construction & Facilities Management Director

DATE: December 15, 2015

RE: Temp. Reso. No. 5971, approving an additional services fee in an amount not-to-exceed $91,622 for CPZ Architects, Inc., for the provision of additional design services for the Amphitheater at Miramar Regional Park.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5971, approving an additional services fee for CPZ Architects, Inc. ("CPZ"), for additional design services for the Amphitheater at Miramar Regional Park, in an amount not-to-exceed $91,622 and authorizing the City Manager to execute a Second Amendment to the existing Project Authorization Agreement.

ISSUE: City Commission approval is required for expenditures exceeding $50,000, in accordance with City Code Section 2-412(a)(1).

BACKGROUND: On January 23, 2013, through the adoption of Resolution No. 13-45, the City Commission approved a Project Authorization Agreement with CPZ, for the provision of architectural and engineering consulting services for the design of the Amphitheater at Miramar Regional Park (the "Project").

On November 18, 2013, the City Commission adopted Resolution No. 14-36, approving the First Amendment to the Agreement ("First Amendment") for an additional consultant services fee for modifications to the Project.

The Guaranteed Maximum Price (the "GMP") from Kaufman Lynn Construction, Inc. (the "Contractor"), for the Project was negotiated through re-evaluating construction methods and engineering concepts for the stage walls and adjoining roof, as well as the elimination of various design features within the project site which were not essential to the functionality of the Amphitheater.

As a result of scope reduction measures and modified design, the construction drawings, as originally permitted, must be modified in order for the Contractor to receive a building permit from the City, as well as obtain accurate sub-contractor pricing to construct the Project within the GMP. City staff negotiated with CPZ for the additional design services fee and agreed on a fair and reasonable fee not-to-exceed amount of $91,622.

On November 3, 2015, the City was awarded $377,000 from the Broward County Tourism Grant. This funding will be partially utilized for the additional services fee. Furthermore, the remaining funds are being evaluated for future park amenities such as bathrooms and back of stage expansions.

This Resolution seeks City Commission approval of the additional services fee for CPZ for additional design services for the Amphitheater at Miramar Regional Park, and authorization for the City Manager to execute the proposed Second Amendment to the Project Authorization Agreement, in an amount not-to-exceed $91,622.

Temp. Reso. No. 5971
12/14/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN ADDITIONAL SERVICES FEE FOR CPZ ARCHITECTS, INC., FOR ADDITIONAL DESIGN SERVICES FOR THE AMPHITHEATER AT MIRAMAR REGIONAL PARK, IN AN AMOUNT NOT-TO-EXCEED $91,622; AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE EXISTING PROJECT AUTHORIZATION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 23, 2013, through the adoption of Resolution No. 13-45, the City Commission approved a Project Authorization Agreement with CPZ Architects, Inc. ("CPZ"), for the provision of architectural and engineering consulting services for the design of the Amphitheater at Miramar Regional Park (the “Project”); and

WHEREAS, on November 18, 2013, the City Commission adopted Resolution No. 14-36, approving the First Amendment to the Agreement (“First Amendment”) for an additional consultant services fee for modifications to the Project; and

WHEREAS, the Guaranteed Maximum Price (the “GMP”) from Kaufman Lynn Construction, Inc. (the “Contractor”), for the Project was negotiated through re-evaluating construction methods and engineering concepts for the stage walls and adjoining roof, as well as the elimination of various design features within the project site which were not essential to the functionality of the Amphitheater; and

WHEREAS, as a result of scope reduction measures and modified design, the construction drawings, as originally permitted, must be modified in order for the Contractor to receive a building permit from the City; and

WHEREAS, City staff negotiated with CPZ the additional design services fee and agreed on a fair and reasonable fee not-to-exceed the amount of $91,622; and

WHEREAS, the City Manager recommends that the City Commission approve the additional services fee for CPZ for additional design services for the Amphitheater at Miramar Regional Park, and seeks authorization to execute the proposed Second Amendment to the Project Authorization Agreement with CPZ attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the additional services fee for CPZ for additional design services for the Amphitheater at Miramar Regional Park, and to authorize the City Manager to execute the proposed Second Amendment to the Project Authorization Agreement with CPZ attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing **WHEREAS** clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 3: That it authorizes the City Manager to execute the Second Amendment to the Project Authorization Agreement in the form attached hereto as Exhibit "A", together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Temp. Reso. No. 5971
12/14/15
1/18/16

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

SECOND AMENDMENT

TO

PROJECT AUTHORIZATION AGREEMENT

BETWEEN

CITY OF MIRAMAR

AND

CPZ ARCHITECTS, INC.

FOR

ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES ASSOCIATED WITH THE AMPHITHEATER AT MIRAMAR REGIONAL PARK

THIS SECOND AMENDMENT (the "Second Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA,** (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025,

AND

CPZ ARCHITECTS, INC., (the "Consultant"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 4316 West Broward Boulevard, Plantation, Florida 33317.

WHEREAS, on January 23, 2013, the City Commission adopted Resolution No. 13-45, approving a Project Authorization Agreement (the “Project Agreement”) with the Consultant for completion of the Project, herewith as Attachment “1”; and

WHEREAS, on November 18, 2013, the City Commission adopted Resolution No. 14-36, approving the First Amendment to the Agreement (“First Amendment”) for an additional consultant services fee for modifications to the Project, herewith as Attachment “2”; and

WHEREAS, the Guaranteed Maximum Price (the "GMP") from Kaufman Lynn Construction, Inc., (the "Contractor"), was negotiated through re-evaluating construction methods and engineering concepts for the stage walls and adjoining roof, and

eliminating various non-essential design features within the Project (the “modifications”); and

WHEREAS, as a result of the modifications, City staff negotiated with the Consultant and agreed on an additional services fee (the “fee”) at a fair, reasonable, not-to-exceed amount of Ninety-One Thousand Six Hundred Twenty-Two Dollars ($91,622), attached hereto as Exhibit “A”; and

WHEREAS, the City Manager recommends that the City Commission approve the fee as fair and reasonable compensation for completion of the Project, and seeks authorization to execute this Second Amendment between the City and Consultant; and

WHEREAS, City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the fee for the Project and authorize the City Manager to execute this Second Amendment between the City and Consultant.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the City and Consultant agree as follows:

1. The above recitals are true and correct and are specifically incorporated by reference herein.

2. The Project Agreement between the City and Consultant is deemed second amended as set forth in Exhibit “A” attached herein.

3. Consultant agrees that this Second Amendment provides fair and reasonable compensation for the modifications, as described herein.

4. All other terms and conditions of the Agreement, Project Agreement and First Amendment not inconsistent with this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Project Authorization Agreement on the respective dates under each signature: City of Miramar through its City Manager, authorized to execute same, and by the President of CPZ Architects, Inc., authorized to execute the same.

FOR CITY:

By: _____
Kathleen Woods-Richardson, City Manager

Dated: _____

ATTEST:

_____
Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

By _____
Weiss Serota Helfman
Cole & Bierman, P.L.
City Attorney

FOR CPZ ARCHITECTS, INC.:

By: _____
Chris P. Zimmerman, President

Dated: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

(CORPORATE SEAL)

"Designing Quality Architecture that Builds Lasting Relationships"

October 28, 2015
Revised November 3, 2015, Fee Spreadsheet

City of Miramar
Engineering Services Department
Attn.: Ms. Luisa Millan. R.A., I.D., Director of Construction and Facilities Management
2200 Civic Center Place
Miramar, Florida 33025

Re: Amphitheater at Regional Park
Additional Services #3 – CM at Risk Revisions

Dear Ms. Millan:

As requested, we are pleased to offer the following fee proposal to provide additional Architectural/Engineering Design Services for the above referenced project. We will work with the City's Construction Manager, Kaufman Lynn Construction as we complete these services, based on the City approved contract with them. The following proposal is based on the attached scope of work drawings provided by the City, meeting with the City on October 14, 2015 and is outlined in the following proposal:

SCOPE (**EXCLUSIONS BOLDED**)

1. ***Site Work***
   a. The city has separately retained the services of Suntech Engineering to complete the civil engineering work for this project.
      i. Suntech will be preparing the master site and will provide the CAD site plan to our office. (SunTech)
      ii. We will provide our base building drawings to Suntech for their use in coordinating the site plan. (SunTech)
   b. Prepare the landscape and irrigation design for the project.
   c. Design and prepare site lighting for the project.
      i. Site lighting with 9 poles and associated bollard lighting.
      ii. Coordinate with the canopy manufacturer, in order to locate the electrical conduits that supply power to these various lighting systems. (The lighting system will be dimmable).
   d. Design the Site electrical as follows:
      i. (3) IN-Ground power distribution assemblies with 100 amp services in the east promenade area.
      ii. (2) IN-Ground power distribution assemblies with 100 amp services in the west promenade area.
      iii. An underground system of empty conduits for the lighting systems, "front-of-house" position, and in-ground power distribution is included. (The City will provide the layout and sizes for our team to delineate.)
      iv. Conduits for Low voltage IT and AV systems are included. (The City will provide the layout and sizes for our team to delineate.)
   e. Site chain link fencing layout and details. All gates will be manually operated. -
   f. Design of a masonry/stucco dumpster enclosure (on the north side of the unpaved trailer lot) and pre-cast stone cap, a concrete slab and (2) chain link swing gates with privacy slats. One (1) hose bib on the east wall of the enclosure.

CPZ ARCHITECTS, INC.
4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525, FAX (954) 337-0359
AA #26000685 WWW.CPZARCHITECTS.COM

2. ***Amphitheater Building***
   a. The stage roof:
      i. Structural footings for the pre-engineered steel stage structure. (vented corrugated roof decking is included in the pre-engineered system).
      ii. Complete water-proofed roofing system attached to the vented metal decking that will include rigid insulation, membrane roofing material, flashings, gutters and downspouts.
      iii. Review pre-engineered shop drawing of the stage structure in order to design and coordinate the stage slab and (3) side walls.
      iv. All rigging and lighting loads will be coordinated between the city, contractor and system supplier/engineer.
   b. Reinforced stem walls, footers and raised stage with finished floor elevation 5'-0" above the surrounding grade.
   c. Masonry wall with pre-cast capping stone (elevation @ T.O.B. will be 20' above stage slab) will surround the stage on three sides. These walls will be designed independently from the steel roof support system. The walls will have architectural features to blend with the Mediterranean style of the city. The interior of the walls will have a smooth stucco finish, to be painted (color selected by owner).
   d. The major electrical system, (which includes the major house panels) will remain the same as the previous design 6/17/2014). The minor electrical panels (for site/canopy lighting, back-of-house, site power, will be resized to accommodate the revised scope.
   e. A general utility lighting plan will be designed for lighting the stage during set up and take down. Two levels of lighting will be designed and controlled by simple switching.
   f. A/V design which includes a 'house system', audio rack system all associated system devices found in design sheets AV-1 thru AV-9 (dated 6/17/2014); not included: Meyer arrays and intercom system.
   g. An emergency generator will be designed to provide power for emergency egress lighting for the storage building, receiving/loading area, stage, and the lawn area under the canopy.
   h. One electrically operated overhead door- (8' x 10'), and (1) man-door will be provided at the back wall of the stage for access to the storage building. One man door for each side wall.
   i. Provide two shore power connections on the east side for RV hook-ups. Provide (2) empty junction boxes and (2) 2"conduits for future shore power.
   j. A concrete stair and railing will be designed for the west side.
   k. A concrete stair and ADA ramp, with retaining wall, will be designed for the east side of the building.
   l. Design of a pipe grid system is not included.
   m. There will be no ventilation design for the stage.

3. ***Storage Building***
   a. Design of a 30-0" x 30'-0" reinforced masonry storage building attached to the rear of the stage structure (finished floor elevation set to align with stage slab).
   b. The interior shall have a 12'-0" clear height.
   c. General overhead lighting and general electrical receptacles shall be provided.
   d. Single use ADA restroom shall be provided inside the storage room. Walls will receive skim coat of stucco and epoxy painted.

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e. Ventilation system.
f. All interior surfaces shall be exposed block.
g. Two motorized 8' x 10' high overhead door shall be located on the rear exterior of the building. Motorized dock levers shall be designed at each door.
h. Access to this building shall be by a concrete stair and ADA ramp on the east side, with (1) man door.
i. Surface mounted exterior lights will be designed for illuminating the rear asphalt receiving area and rear wall of stage.
j. The exterior walls will have architectural features to comply with the Mediterranean style of the city. The building will have a simple flat roof with low parapet (for cap flashing, counter flashing), scuppers, gutters and downspouts.
k. An HVAC system is not included.

4. Canopy
   a. The City and the Contractor will be working together to provide CPZ the design and location of the new canopy over the lawn area.
   b. Provide all photometrics for the project site (which includes the lawn area under the canopy. Design of a lighting system which provides egress and general task illumination to the lawn directly under the canopy, as well as an up-light design for illuminating the underside of the canopy membrane.
   c. Foundations, and rain water drainage is not included (Suntech Engineers will design the system of in-ground storm water laterals, and coordinate the tie in's to the gutter rain leaders with the canopy manufacturer). The canopy shall drain independently of the stage roof.

5. Additional Items
   a. Project Specifications – All specification and products will be shown on the drawings and coordinated with the City Contractor. A book of specifications is not included.
   b. CPZ will submit the project to Planning and Zoning for review.
   c. CPZ will attend the Architectural Review Board meeting, and DRC meeting to answer questions from planning and zoning. – We will coordinate with the Engineering, Planning and Zoning for all requirement resubmittals. CPZ and City will obtain approval from the City's Community Appearance Board.
   d. CPZ will include the civil engineer's design drawings into the Construction Documents.
   e. Permit – CPZ will coordinate and provide (4) signed and sealed Contract Documents to the Building Department for permitting, as well as submit the signed and sealed construction documents to the City's Building Department for review and permit. (The City's Civil Engineer, Contractor or City will submit documents to outside agencies for review.) Two additional copies will be furnished to Construction and Facilities Management.
   f. Respond to Building Department comments.
   g. CPZ will make all revisions to its drawings and specifications necessary to obtain approval of the project from the approval agencies.
   h. Construction Administration will be provided for the duration of the project through final payment inspection and close-out.

Additional Work, NOT included

1. At the City's request we have removed any services from our theater and acoustics consultant. Therefore, this office is not responsible for any of the acoustics or the requirements of theatrical equipment, rigging or accessories.

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2. Coordination of the location and loading capacity for any rigging required to be suspended from the roof structure.
3. Civil Engineering will be completed by the City's Civil Engineer and is not part of this proposal (the civil engineer's drawings will be included in our set).
4. It was determined by the City that a formal DRC and CAB approval is not required for the revised Amphitheater design. An internal administrative review will suffice. We have included one meeting with City staff with associated documentation (site, floor, elevations, etc.) for administrative review. Colored 3 dimensional or elevations are not required.

COMPENSATION

Compensation for the additional architectural and engineering services shall be as outlined on the attached Fee spreadsheet. In working with the City and the Construction Manager, the revised construction budget for this project is $5,700,000.

Compensation for additional architectural/engineering Services not included in above shall be negotiated per our Continuing Services Agreement.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA
President

CPZ ARCHITECTS, INC.
4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
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EXHIBIT "A"
Miramar Regional Park Amphitheater
CPZ Architects, Inc. *11/3/2015* *Add Services CM at Risk*

Basic Services - Amphitheater & Site Design

Basic Services	Schematic Design	Design Development	Construction Drawings	Permitting	Construction Administration	Close Out	Total	Original Fee, Add Serv 1 & 2	TOTAL FEE
	19.55%	23.31%	36.09%	3.38%	15.04%	2.63%	100.00%		
Architecture & Engineering	$ 26,000.00	$ 31,000.00	$ 48,000.00	$ 4,500.00	**$ 20,000.00**	**$ 3,500.00**	**$ 133,000.00**		
CPZ Architects, Inc	$ 16,000.00	$ 18,000.00	$ 28,000.00	$ 3,000.00	$ 9,500.00	$ 2,500.00	$ 77,000.00		
TRC - Structural	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 500.00	$ 5,500.00	$ 500.00	$ 26,500.00		
KAMM - MEP	$ 5,000.00	$ 8,000.00	$ 10,000.00	$ 1,000.00	$ 5,000.00	$ 500.00	$ 29,500.00		
Additional Services 1	$ 11,300.00	$ 16,950.00	$ 26,525.00	$ 1,500.00	TBD	TBD	$ 56,275.00		
Additional Services 2			$ 106,000.00	Included	TBD	TBD	$ 106,000.00		
~~Work Order~~ Design Service			$ 33,378.00						
Additional Service #3			**$ 57,622.00**	**$ 9,000.00**	**$ -**	**$ -**	**$ 66,622.00**		
					Sub-Total		**$ 361,897.00**	$ 295,275.00	

Construction Administration - Site Visits based on Bi Weekly Meeting for a duration 36 wks, 18 mtgs			
Architectural Site Visits & Report Publishing (32 wks., 16 mtgs, to be hourly at $500/visit)	$ 8,000.00	$ 8,000.00	
Landscape Arch Visits ($500/visit, 2 visits)	$ 1,000.00	$ 1,000.00	
Acoustic & Sound Visits ($500/visit, 2 visits)	$ 1,000.00	$ 1,000.00	
MEP Engineer Visits ($500/visit, 4 visits)	$ 2,000.00	$ 2,000.00	
Structural Engineer ($500/visit, 6 visits)	$ 3,000.00	$ 3,000.00	
Structural Engineer ($500/visit, 0 visits, Structural Steel)	$ -	$ -	*NOT INCLUDED*
	Sub-Total	**$ 15,000.00**	

TOTAL	**$ 376,897.00**	$ 295,275.00	
Total Addition Services		**$ 81,622.00**	**$ 105,122.00**

Construction Est	*Fee Percentage*	
$ 5,700,000.00	*8%*	*$ 456,000.00*

Additional Services	Schematic Design	Design Development	Construction Drawings	Bid/Permit	Construction Administration	Close Out	Sub-Total	Description / Remarks	
CPZ Architects - Site Planning							$ -	**Included in Above**	
Civil Engineering							$ -	**By Owner**	
Engineering Survey							$ -	**By Owner**	
Soils Testing								**By Owner**	
Site Lighting								**Included in Base Fee**	
LSD- Landscape & Irrigation	$ 4,500.00	$ 5,500.00	$ 4,500.00	$ 1,500.00	$ 4,500.00	$ 1,500.00	$ 22,000.00		
LSD - ADD Services 2		$ 2,000.00					$ 2,000.00		
CHEN - Add Serv #3			**$ 8,000.00**	**$ 1,500.00**	**$ (500.00)**	**$ (1,000.00)**	**$ 8,000.00**		**$ 14,000.00**
Reinforced Masonry Inspections								**See above**	
LEED								**Not Included**	
Acoustic & Sound Consultant	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 1,500.00	$ 4,000.00	$ 1,000.00	$ 21,500.00	Edward Dugger & Associates	
Lighting & Sound ADD Service	$ 2,500.00	$ 2,500.00	$ 5,500.00	$ 500.00			$ 11,000.00	Basic Stage LED Lighting, Sound System and Main Stage projector and Screen	
AV Sound - Add Service #3			**$ 5,000.00**	**$ 500.00**	**$ (2,500.00)**	**$ (1,000.00)**	**$ 2,000.00**	*Revised Scope*	**$ 7,000.00**
Theater & Acoustics		$ -	$ -	$ -	$ -			*NOT INCLUDED per City*	
					Sub-Total		**$ 66,500.00**	$ 56,500.00	
						Total Addition Services		**$ 10,000.00**	

TOTAL	**$ 443,397.00**		
Total Addition Services		**$ 91,622.00**	**$ 126,122.00**
Construction Budget		$ 5,700,000.00	**$ 2,495,788.00**
Design Fee %		7.78%	**5.05%**
w/o Acoustics		$ 34,500.00	
Design fee		$ 408,897.00	
Design Fee %		7.17%	

NOTES:
1. The City is providing the Civil engineering Services
2. All meeting will be with the Architect. Consultants will not attend meetings unless it is absolutely necessary.
3. The entire project will be revised at one time.
4. Acoustics Consultant and all services have been removed per the City's request.
5. Low Voltage Design is not included.
6. **Reimbursable will be invoices for printing and any courier charges**

ATTACHMENT 1

Project Authorization Agreement

between

The City Of Miramar

and

CPZ Architects, Inc.

For "Architectural and Engineering Consulting Services associated with the Miramar Community and Cultural Amphitheater"

THIS PROJECT AUTHORIZATION AGREEMENT (the "Agreement") is made and entered into this 25th day of February, 2013 between the **CITY OF MIRAMAR, FLORIDA,** a Florida municipal corporation with principal offices located at 2300 Civic Center Place, Miramar, FL 33025 (hereinafter referred to as "City"),

AND

CPZ Architects, Inc., located at 4316 West Broward Blvd, Plantation, FL 33317, authorized to do business in the State of Florida (hereinafter referred to as "Consultant").

WHEREAS, on June 6, 2012, by the adoption of Resolution No. 12-107, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Architectural Services, and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant has been chosen by City to provide architectural, engineering and construction administration services for the Miramar Community and Cultural Amphitheater Project (the "Project") and the parties, through mutual negotiation, have agreed upon a scope of services and fee for the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. **Contract Documents.**

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 All written amendments mutually agreed to and signed by the party to be charged after execution of this Agreement.

1.2 This Agreement (referred to as "Specific Project Agreement" or "Project Agreement" in the Continuing Services Agreement between the parties and further referenced below), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any and all other provisions contained within this Agreement or exhibits hereto;

1.3 The letter proposal dated December 17, 2012 from Consultant to the City ("Consultant's Proposal") also referred to herein as the "Scope of Services Request", attached hereto as Exhibit "A";

1.4 The Continuing Services Agreement dated June 26, 2012 between the City and Consultant, the terms and conditions of which shall apply to the provision of services under this Agreement;

1.5 Any and all applicable addenda and proposals executed and submitted by the Consultant and accepted by the City, a Notice to Proceed issued to Consultant for this Project, specifications, insurance certificates, and other documents and submittals provided pursuant to this Agreement.

These Contract Documents comprise the agreement of the parties, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail, and then the other Contract Documents in the order listed above.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional services as specified in the Consultant's Proposal/ Scope of Services Request (the "Work") and in conformance with the Contract Documents.

3. Period of Service.

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed is issued from the City and shall complete the Project within the time as specified in the Consultant's Proposal/Scope of Services Request.

4. Compensation

Compensation (the "Contract Sum") for performing the professional consulting services related to the Project shall be the fee specified in the Consultant's Proposal/Scope of Services Request. Any additional services shall be provided at the hourly rates set forth in Exhibit "B" hereof.

5. Payments.

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Consultant's Proposal/Scope of Services Request. The City shall pay the Consultant for Work performed subject to the specifications of the Contract Documents and subject to any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, F.S.

5.2: The Consultant shall provide monthly invoices to the City. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination.

This Agreement may be terminated by the City for convenience upon ten (10) calendar days written notice to the Consultant. In the event of such termination, any Work performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City through the date of termination. Under no circumstances shall City make payment for Work that has not been performed.

This Agreement may be terminated by either party for cause upon five (5) calendar days' written notice to the other, should such other party fail to perform in accordance with the material terms of this Agreement through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. **Default:**

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. **Anti-lobbying/No Contingent Fee:**

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. **Warranties and Guarantees:**

9.1 The Consultant warrants that its services are to be performed within the limits prescribed by the City and with the customary and usual diligence, thoroughness and competence of the Consultant's architectural and/or engineering profession. The Consultant shall design and provide plans and specifications for a fully functioning and constructible Project.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. **Binding Effect:**

This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. **Amendments and Modification:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. **Merger; Amendment:**

This Agreement, including the Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. **Nonassignability:**

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:	CPZ Architects, Inc. Attn: Chris Zimmerman, President 4316 West Broward Blvd Plantation, FL 33317 Telephone: 954-792-8525
FOR CITY:	City of Miramar Luis Lopez, Director Engineering Services Miramar, Florida 33025 Telephone: 954-602-3316 Facsimile: 954-602-3599
With Copy to:	Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. Miramar City Attorney 200 E. Broward Blvd. Suite 1900 Ft. Lauderdale, FL 33301 Telephone: 954-763-4242 Fax: 954-764-7770

15. Severability; Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions:

16.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

16.2 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

CITY OF MIRAMAR

By: _____
Robert A. Payton, City Manager

Dated: 2/25/2013

ATTEST:

_____
Yvette M. McLeary, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

_____ DRA 2/7/13
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

FOR CONSULTANT:

CPZ Architects, Inc.

By: _____
Chris Zimmerman, President

Date: 1-14-13

Corporate Seal:

WITNESS:

_____

Print Name: PAMELA DE VERTEUIL

EXHIBIT "A"

December 17, 2012

City of Miramar
Engineering Services Department
Mr. Luis Lopez
2200 Civic Center Place
Miramar, Florida 33025

Re: Miramar Community and Cultural Amphitheater
Scope of Services Request

Dear Mr. Lopez:

As requested, we are pleased to offer the following fee proposal to provide Architectural/Engineering Design Services for the above referenced project.

SCOPE

Amphitheater and Esplanade (Walkway to Pool Area) Design Elements:

1. **Lawn Seating:**
   a. Flat Lawn for 1,500 folding seats
2. **Stage & Bandshell Building**
   a. Stage-80' x 30'
   b. Design stage structural roof system to support theatrical sound and lighting.
   c. Design stage ceiling support grid system.
   d. Back Stage Building Program:
      i. Delivery/Loading Dock
      ii. Receiving/Show Manager Office
      iii. Unisex Toilet
      iv. Green Room/Dressing Rooms (1 Men, 1 Female)
      v. Artist/Performer Bathroom
      vi. Storage Room
      vii. Electrical Closet
3. **Ticketing Booth (4 stations)**
   a. Building Area about 200sf.
   b. Air Conditioned
4. **Restroom/Concession Building**
   a. Restroom building for 1500 people. This will be ventilated and not air conditioned.
   b. Concession Room. One large air conditioned space for concession.
   c. Concession room can be attached to either the restroom or the ticket booth.
5. **Site Lighting**
   a. General audience lighting

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b. Pathway Bollard Lighting (Esplanade to Pool)
c. Perimeter Amphitheater Site Lighting
d. General Stage Lighting for general lighting, not theatrical lighting
e. Lighting on the Building Exterior

6. **Site Work:**
   a. Site plan design and layout. All Civil Engineering will be completed by the City.
   b. Building loading dock access road
   c. New curbs/gutters for water flow management away from seating areas and Esplanade
   d. Roof Drainage to 5'-0" from building. City to design remaining drainage
   e. Plumbing and water 5'-0": from building. City to design remaining water and sewer
   f. Landscape and Irrigation system design for the amphitheater area and esplanade
   g. Site Fencing with columns and fence
7. **Site Infrastructure:**
   a. Conduit runs for data from the *Lawn Sound Board Location* to *Data Room* (Back Stage)
   b. Electrical Conduits (Lighting/AV) from *Lawn Sound Board Location* to *Electrical Room*(Back Stage)
   c. Conduit runs for data lines. Data lines and systems to be designed by the City. We will show on drawings.
   d. Electrical conduit runs on site.
   e. Electrical conduits along Esplanade (for bollard lighting)
   f. Conduit runs for low-voltage wiring- background music along Esplanade. City to design. We will show conduits on the drawings.
   g. Power locations for light/sound loading point(s)
   h. Audio hookup locations for light/sound loading point(s)
   i. Conduits for electric within and around Amphitheater
   j. Conduits for video within and around Amphitheater
   k. Conduits for electric along Esplanade
   l. Conduits for Video along Esplanade
8. **Additional Included Items:**
   a. Layout conduits for telecommunications cabling systems in support of voice and data, security systems, including video, cabling and intrusion detection. The actual design will be provided by third parties hired by the City and the layout supplied to us for inclusion in the drawings.
   b. Attend a minimum of two design review meetings with City staff during the schematic design phase and construction documentation phases. Architect will obtain approval from City's Community Appearance Board (CAB).
   c. Provide budget estimates for the Schematic Design and 100% CD phases and provide a bid worksheet in MS Word.
   d. We will provide technical specifications for the project.
   e. Provide drawings and attend the meetings for CAB, DRC and site plan review meetings with the City of Miramar.

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f. Provide sufficient original signed and sealed full sets of design, specification and technical drawings (Contract Documents) as necessary for permitting and two additional sets to City. Additional copies will be a reimbursable expense.
g. Respond in writing or as required in the drawings to Building Department comments.
h. Provide all pertinent final calculations, signed and sealed, from all disciplines used to complete the design and engineering of this project, to the extend required by permitting agencies.
i. Obtain all approvals and permits from the City of Miramar Building Department. Provide drawings as required to the City for inclusion with the civil engineering drawings for additional agency approvals. The City shall pay all permit fees. We will make all revisions to all of the drawings and specification necessary to obtain all agency approvals and permits for the project.
j. Bidding:
    i. Respond in writing to all contractor bid questions.
    ii. Evaluate the bids received; provide a letter of recommendation for award.
    iii. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor and make recommendations to the City for their acceptance. Review of substitutions or "or-equal" after award and start of construction will be considered an additional service.
k. Construction Administration
    i. Attend the Pre-construction meeting.
    ii. Respond in writing to contractor Inquiries (RFI's) and review contractor submittals as described below.
    iii. Attend 18 bi-weekly construction progress meetings during a projected 36 weeks construction period.
    iv. Make visits to the site at intervals appropriate to the various stages of construction, as we deem necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Based on information obtained during such visits and such observations, we will determine in general if contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the work. These meetings will be conducted during the eighteen bi-weekly meetings listed above. Attendance at additional meetings requested by the City is not included and will be considered additional services.
    v. Provide a punch list and walk-through. We will provide a written agenda for each meeting, prepare meeting minutes and provide for their distribution to attendees and the City.
    vi. Review for approval one set of shop drawings, materials, products, and other submittals required by the Contract Documents and submitted by the contractor. We will return submittals to the City and contractor within ten (10) working days of receipt of the submittal. A maximum of two reviews by our office of all submittals will be provided. Additional reviews of submittals previously submitted for the same purpose will be considered additional services and billed hourly.

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vii. Review and respond in writing, within five (5) days, to RFI's received from the contractor. Respond with revisions to Contract Documents, if necessary and appropriate.

viii. Promptly review any RCO or CO requests made by the contractor and then make an appropriate written recommendation to the City. Issue necessary clarifications and interpretations of the Contract Documents and issue a written field order authorizing minor variations from the requirements of the Contract Documents. When required, revised documents for approval will be submitted.

ix. Render formal written decisions on all claims of the City and contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

x. Review Pay Applications and based upon observations, as experienced and qualified design professionals, and on review of the Application for Payment and accompanying supporting documentation, provide recommendation for approval or denial of the payment applications.

xi. After notice from contractor of substantial completion, in company with the City and contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the City, if the work is substantially complete, issue a Certificate of Substantial Completion to the City and contractor.

xii. Provide a final payment inspection to determine if the completed work of contractor is acceptable so that we may recommend, in writing, final payment to contractor. Accompanying the recommendation for final payment, we will provide a statement that the work is acceptable to the best of our knowledge, information, and belief and based on the extent of the services provided by us under the Agreement.

xiii. Architect and City will visit the project to observe any apparent defects in the work 11 months after the completion of the project to review the project and report any warranty items that may still need correction. No portion of the architect's fee will be held for this review.

xiv. Provide ACAD files of the 100% Contract Documents and the final drawings reflecting all revisions to the Contract Documents and drawings required for permitting. We will provide MS Word documents of the final Contract Documents and drawings to the City.

COMPENSATION

Compensation for architectural and engineering services shall be as outlined on the attached fee spreadsheet. It is understood that any meetings in addition to those specifically included above shall be considered additional services. City must authorize any additional services in advance or City shall not be liable for amounts billed for additional services.

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EXCLUSIONS

A. Additional Services (not included above):
   1. Environmental Services
   2. Attendance at additional meetings other than those listed above, including without limitation, community and public hearings, as requested by the City.
   3. All permit processing will be by the City or contractor. We will respond and revise drawings as required.
   4. Civil Engineering

B. Compensation for exclusions or additional services not included above shall be computed on a per hour basis in accord with Exhibit "B" of the Project Authorization Agreement.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA
President

CPZ ARCHITECTS, INC.
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EXHIBIT "A"
Miramar Regional Park Amphitheater
CPZ Architects, Inc.

12/14/2012

Basic Services - Amphitheater & Site Design

Basic Services	Schematic Design	Design Development	Construction Drawings	Bid/Permit	Construction Administration	Close Out	Total
	19.55%	23.31%	36.09%	3.38%	15.04%	2.63%	100.00%
Architecture & Engineering	$ 26,000.00	$ 31,000.00	$ 48,000.00	$ 4,500.00	$ 20,000.00	$ 3,500.00	$ 133,000.00
					Sub-Total		$ 133,000.00

Construction Administration - Site Visits based on Bi Weekly Meeting for a duration 36 wks, 18 mtgs		$ 9,000.00
Architectural Site Visits & Report Publishing		$ 2,000.00
MEP Engineer Visits		$ 2,000.00
Structural Engineer	Sub-Total	$ 13,000.00
	TOTAL	$ 146,000.00

Additional Services	Schematic Design	Design Development	Construction Drawings	Bid/Permit	Construction Administration	Close Out	Sub-Total	Description / Remarks
CPZ Architects - Site Planning							$ -	Included In Above
Civil Engineering							$ -	By Owner
Engineering Survey							$ -	By Owner
Soils Testing								By Owner
Site Lighting								Included In Base Fee
LSD- Landscape & Irrigation	$ 4,500.00	$ 5,500.00	$ 4,500.00	$ 1,500.00	$ 4,500.00	$ 1,500.00	$ 22,000.00	Includes Site Plan Rendering
Reinforced Masonry Inspections								By Owner
Independent - Cost Estimating							$ -	Not Included
LEED								Not Included
Acoustic & Sound Consultant	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 1,500.00	$ 4,000.00	$ 1,000.00	$ 21,500.00	Edward Dugger & Associates
					Sub-Total		$ 43,500.00	
					TOTAL		$ 189,500.00	

Assumptions

1. The City is providing the Civil engineering Services
2. All meeting will be with the Architect. Consultants will not attend meetings unless it is absolutely necessary.
3. The entire project will be designed at one time.
4. Complete Sound and Lighting Design for events is not included.

Exhibit "B"
Hourly Rates

City of Miramar

Staff Hourly Rates	
Principal Architect	$ 150.00
Project Manager	$ 135.00
Architectural Assistant	$ 115.00
Administrative Assistant	$ 75.00
Clerical	$ 65.00
Graphics/Renderings	$ 100.00

Additional Items:

1. Above rates are for normal working hours from 8:00am to 5:00pm. If overtime hours are required and requested by the Client these rates will be increased by 1.5 times the rates shown above.
2. The above rates will be valid for a period one year from the date shown at the top of this page.
3. Charges for special services will be negotiated.
4. Consultant will be billed per their hourly rates.

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First Amendment

To

Project Authorization Agreement

Between

City Of Miramar

And

CPZ Architects, Inc.

For

Professional Services Related

To

The Miramar Community and Cultural Amphitheater at Regional Park

THIS FIRST AMENDMENT (the "Amendment") is made between the **CITY OF MIRAMAR, FLORIDA,** a Florida municipal corporation (hereinafter referred to as "City"),

AND

CPZ Architects, INC., (hereinafter referred to as "Consultant"), a corporation authorized to do business in the State of Florida, whose principal place of business is 4316 West Broward Boulevard, Plantation, Florida 33317.

WHEREAS, on June 6, 2012, the City Commission approved Resolution No. 12-107 establishing libraries of qualified consultants to provide professional services to the City on an as needed basis, in accordance with the Consultants Competitive Negotiations Act (Section 287.055, F.S.), state law and the City's Procurement Code; and

WHEREAS, the Consultant is a member of the libraries under the subcategory of Architectural Services, and has executed a Continuing Services Agreement applicable to the provision of such professional services; herewith as Attachment "1"; and

WHEREAS, on October 1, 2012, the Procurement Department solicited Letters of Interest No. 13-10-01 (the "RLOI") from the five firms in the library category of architectural services for the design and engineering services necessary for the new Miramar Community and Cultural Amphitheater at Regional Park (the "Project"); and

WHEREAS, the Consultant was the sole respondent by the required due date; and

WHEREAS, staff evaluated the submittal from the Consultant and determined the Consultant to be qualified to provide the design and engineering services for this Project; and

WHEREAS, on January 23, 2013, the City Commission adopted Resolution No. 13-45, approving a Project Authorization Agreement with CPZ Architects, Inc., for Architectural Design and Engineering Consulting Services for the Miramar Community and Cultural Amphitheater at Regional Park; herewith as Attachment "2"; and

WHEREAS, pursuant to the Project Authorization Agreement, Consultant was to provide the professional architectural and engineering services for the Project as generally described in the original scope of services; and

WHEREAS, during the course of the design, City staff continued seeking additional data to complement the original project program; and

WHEREAS, after City staff consulted with several professionals with hands-on experience in the management of programs for amphitheaters, City staff concurred that certain modifications to the proposed Project were necessary to make the venue more functional, attractive and competitive; and

WHEREAS, Consultant and City, through mutual negotiation, have agreed upon a scope of additional consulting services to be provided for Miramar Community and Cultural Amphitheater at Regional Park project, in an amount not-to-exceed $119,000.00, attached hereto as Exhibit "A"; and

WHEREAS, City staff determined it to be in the best interest of the City for Consultant to provide additional professional architectural and engineering services to complete the Project design.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the City and Consultant agree as follows:

1. The above recitals are true and correct and are specifically incorporated by reference herein.

2. The Agreement between the City and Consultant is deemed amended to include the provision of Construction Phase Services as generally set forth in Exhibit "A" attached herein.

3. Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

   Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. 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.

4. Consultant agrees that this First Amendment provides for the sole compensation for the indicated architectural and engineering services for the Project.

5. All other terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Project Authorization Agreement on the respective dates under each signature: City of Miramar through its City Manager, authorized to execute same, and by the President of CPZ Architects, Inc., authorized to execute the same.

FOR CITY:

By: MNH VA Kathleen Woods-Richardson
Kathleen Woods-Richardson, City Manager

Dated: 1/21/14

ATTEST:

Yvette M. McLeary, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida, only.

DRG 12/19/13

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P. L.

FOR CONSULTANT

By:
Chris Zimmerman, President

Dated: 12-2-13

WITNESSES:

Print Name: CHRISTIAN PEÑA

Print Name: RICARDO MUNIZ

(CORPORATE SEAL)

"Designing Quality Architecture that Builds Lasting Relationships"

October 22, 2013

City of Miramar
Engineering Services Department
Mr. Michel N. Magloire
2200 Civic Center Place
Miramar, Florida 33025

Re: Amphitheater at Regional Park
Additional Services #2

Dear Mr. Magloire:

As requested, we are pleased to offer the following fee proposal to provide additional service Architectural/Engineering Design Services for the above referenced project.

SCOPE
Additional Work shall include:

1. Enlarging the Amphitheater Building to accommodate larger shows with the following items:
   a. Second floor with two stairs and an elevator (ADA Requirement).
   b. Dressing rooms for both the main performers and the star performers.
   c. Green room for the star performers.
   d. Security office.
   e. Laundry.
   f. Wider loading dock.
   g. The building will have air conditioning to all spaces.
   h. Add 3 – 100amp ship/shore connections for tour busses.
   i. Design and specify a small sound system and basic LED lighting package to be permanently installing on the stage. This is not the design of a large system to support main events. It is agreed that main events will bring their own equipment.
   j. Enclose the sides of the Amphitheater Building
   k. Add a roof top Air Conditioning Unit (Approximately 60 tons) over the stage area to air condition the stage. This will include revising the design architectural, structurally and acoustically.
2. Enlarge BOTH restroom/concession buildings to accommodate all code required restroom fixtures for 3,000 fixed seats. Portable temporary event restrooms are not allowed to be used for "fixed" seating in accordance with the Building Department and Florida Building Code requirements. The building will be enlarged by about 40'-0" in length. The final additional length will be determined in the redesign.
3. The Site plan shall be revised as follows:
   a. Relocate both restrooms on the site to accommodate the larger restroom/concession building.
   b. The seating area will be redesigned and enlarged to accommodate 3,000 fixed seats in lieu of open seating and lawn seating. The front 1500 seats will remain flat. The rear 1500 seats will be sloped at 1:12 max to comply with ADA Requirements. The final count may vary based on final seat layout and spacing.
   c. Provide electric for lighting on the sides of all fixed seats.
   d. Layout for VIP booths with electrical hook ups.

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e. Layout an area for Concierge area for serving the VIP area. This will only be and are shown on the site plan.
f. The amphitheater building will be relocated to be centered on the enlarged seating area.
g. Additional grading, stairs, ramps and retaining walls will need to be added in the sloped seating and lawn seating area. We will provide the architectural layout and design of site layout, design of the retaining walls, ramps and stars. The concrete paving, grading, drainage and walkways will be completed by the City's Civil Engineer.
h. A future tent to cover all of the seats will be design and coordinated by the City and is not part of this proposal. It is noted that the proposed tent has not been designed at this time and no drawings are available and a vendor or supplier has not been engaged by the City in order for this to be coordinated. We will provide a "best guess" at providing power to the base of two possible support column locations only. If additional coordination and drawings revision are required during construction, these services will be considered additional services and will be determined at that time.
i. The site lighting will be redesigned for the new site plan. The large overhead lights will be deleted and smaller light poles will be shown along the perimeter of the main seating area. The proposed tent design will include lighting for the area under the tent.
j. Revise the Landscape plan to greatly reduce the landscaping to only the area around the ticket booth and roadway circle. All other areas will have sod.
k. The roadway to the north and west of the amphitheater building will be modified to allow more space behind the amphitheater. We redesign the services area and show the new roadway layout only. Civil Engineering and roadway lighting adjustments will be completed by the City.
l. Enlarge the site design to include the east side of the roadway as an open vendor area. This area will be an open asphalt area that the City will use vendors. Provide approximately 6 locations for electrical junction boxes that the city will use to distribute power from for the events. Overhead Musco lighting for this area will be designed and handled by the City. The City will provide photometric drawings to be included in the permit set.
m. Revise the Landscape and irrigation plans to accommodate the new site design.

4. Revise the Project Specification to outline various alternate parts of the design for bidding purposes.
5. A new DRC Site Plan submittal package will need to be compiled and re-submitted to Planning for a staff review.
6. The overall project Schedule will be re-evaluated as required to include the additional work.
7. Civil Engineering will be completed by the City's Civil Engineer and is not part of this proposal.
8. Please note, Construction Administration is not included in this proposal. It was removed in Change Order number 1.

COMPENSATION

Compensation for the additional architectural and engineering services shall be as outlined on the attached Fee spreadsheet. ***Even with this fee increase we are still well below the industry standard of 8% for this project, see spread sheet.***

Compensation for additional architectural/engineering Services not included in above shall be computed on a per hour basis per our Continuing Services Agreement.

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We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA
President

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EXHIBIT "A"
Miramar Regional Park Amphitheater
CPZ Architects, Inc.

12/14/2012 *Add Serv 2 - 10/22/13*

Basic Services - Amphitheater & Site Design

Basic Services	Schematic Design	Design Development	Construction Drawings	Bid/Permit	Construction Administration	Close Out	Total	Original Fee
	19.55%	23.31%	36.09%	3.38%	15.04%	2.63%	100.00%	
Architecture & Engineering	$ 26,000.00	$ 31,000.00	$ 48,000.00	$ 4,500.00	$ 20,000.00	$ 3,500.00	$ 133,000.00	
Additional Services 1	$ 11,300.00	$ 16,950.00	$ 26,525.00	$ 1,500.00	TBD	TBD	$ 56,275.00	
Additional Service 2			$ 106,000.00		TBD	TBD	$ 106,000.00	
					Sub-Total		$ 295,275.00	$ 189,275.00

Construction Administration - Site Visits based on Bi Weekly Meeting for a duration 36 wks, 18 mtgs			
Architectural Site Visits & Report Publishing		TBD	
Add Services 1		TBD	
MEP Engineer Visits		TBD	
Add Services 1		TBD	
Structural Engineer		TBD	
Add Services 1		TBD	
	Sub-Total	$ -	
	TOTAL	$ 295,275.00	$ 189,275.00
	Total Addition Services		$ 106,000.00

Construction Est	*Fee Percetage*	
$ 6,800,000.00	*8%*	*$ 544,000.00*

Additional Services	Schematic Design	Design Development	Construction Drawings	Bid/Permit	Construction Administration	Close Out	Sub-Total	Description / Remarks
CPZ Architects - Site Planning							$ -	Included in Above
Civil Engineering							$ -	By Owner
Engineering Survey							$ -	By Owner
Soils Testing								By Owner
Site Lighting								Included in Base Fee
LSD- Landscape & Irrigation	$ 4,500.00	$ 5,500.00	$ 4,500.00	$ 1,500.00	$ 4,500.00	$ 1,500.00	$ 22,000.00	
LSD - ADD Services 2		$ 2,000.00					$ 2,000.00	
Reinforced Masonry Inspections								By Owner
Independent - Cost Estimating							$ -	Not Included
LEED								Not Included
Low Voltage Design							$ -	Not Included
Acoustic & Sound Consultant	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 1,500.00	$ 4,000.00	$ 1,000.00	$ 21,500.00	Edward Dugger & Associates
Lighting & Sound ADD Service	$ 2,500.00	$ 2,500.00	$ 5,500.00	$ 500.00			$ 11,000.00	Basic Stage LED Lighting, Sound System and Main Stage projector and Screen
					Sub-Total		$ 56,500.00	$ 43,500.00
						Total Addition Services		$ 13,000.00
					TOTAL		$ 351,775.00	
						Total Addition Services		$ 119,000.00

NOTES:
1. The City is providing the Civil engineering Services
2. All meeting will be with the Architect. Consultants will not attend meetings unless it is absolutely necessary.
3. The entire project will be designed at one time.
4. Complete Sound and Lighting Design for events is not included.
5. Low Voltage Design is not inlcuded.
6. TBD - Indicates that these fees will be determined upon completion of CD's and prior to biding. Estimates where provided.

12.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Wayne M. Messam, Mayor

Temp Reso Number: 5981

Item Description: Temp. Reso. No. 5981, ANNOUNCING SUPPORT FOR FLORIDA STATE SENATOR MARIA SACHS' SENATE BILL 904 (SB 904). (Mayor Wayne M. Messam)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The City Commission desires to publicly support Florida State Senator Maria Sachs' Senate Bill 904, which would require the installation of solar-powered, in-road marker lights in certain bicycle ways established in, or within a specified radius of, an urban area in order to improve and increase the level of safety for bicyclists, motorists and pedestrians alike.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5981**
- **Attachment(s)**
  - **Attachment 1: Senate Bill 904 (SB 904)**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Wayne M. Messam, Mayor

DATE: January 19, 2016

RE: Temp. Reso. No. 5981, announcing support for Senate Bill 904 (SB 904) requiring the installation of embedded, solar-powered, in-road lights in certain bicycle ways.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5981, announcing City Commission support for Senate Bill 904 (SB 904), for the installation of embedded, solar-powered, in-road lights in certain bicycle ways.

ISSUE: The City Commission desires to publicly express its support for Senate Bill 904 (SB 904).

BACKGROUND: Senate Bill 904 (SB 904), which amends Section 335.065, Florida Statutes, requires the installation of solar-powered, in-road marker lights in certain bicycle ways that are within a one-mile radius of an urban area, in conjunction with the construction, reconstruction, or other change of any state transportation facility.

Temp. Reso. No. 5981
1/18/16
1/19/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ANNOUNCING SUPPORT FOR FLORIDA STATE SENATOR MARIA SACHS' SENATE BILL 904 (SB 904); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2012, the National Safety Council estimated that the bicycle fatality crash cost to society is $3.3 billion and the bicycle injury cost to society is $2.9 billion; and

WHEREAS, in 2013, 48 percent of bicyclist fatalities occurred between 4:00 P.M. and midnight, with 68 percent occurring in urban areas and 57 percent occurring at non-intersections; and

WHEREAS, bicyclists accounted for 2.35 percent of all traffic fatalities and approximately 48,000 bicyclists were injured in 2013; and

WHEREAS, in 2013, 743 people died in bicycle/motor vehicle crashes in the United States, at a rate of approximately two people per day; and

WHEREAS, 83 percent of bicyclists surveyed said they felt threatened for their personal safety during their rides; and

WHEREAS, in 2013, the State of Florida had the highest rate of bicyclist fatalities in the United States, with 6.8 bicyclist fatalities per million residents (5.5 percent of all total traffic fatalities), compared to the national average of 2.35 percent; and

WHEREAS, many costal roads in the State of Florida are required to turn off street lights during turtle nesting season (March through October); and

WHEREAS, public agencies are required to maintain minimum reflectivity of longitudinal pavement markings unless continuous lighting assures that the markings are clearly visible at night; and

WHEREAS, embedded, in-road solar marker lights will provide a bike lane lighting source during the turtle season and throughout the year; and

WHEREAS, when embedded, in-road solar markers supplement or substitute for longitudinal lines, minimum pavement retro reflectivity levels are not applicable; and

WHEREAS, embedded, in-road solar marker lights improve the nighttime visibility of bike lanes and bicyclists and reduce the risk of roadway departure crashes by making the bike lanes visible for drivers at a greater distance; and

WHEREAS, embedded, in-road solar marker lights are approved by the Florida Department of Transportation as an Internally Illuminated Raised Pavement Markers; and

WHEREAS, embedded, in-road solar marker lights are economical and easy to install with zero maintenance; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens and residents of the City of Miramar to announce its support for Florida State Senator Maria Sachs' Senate Bill 904, which would require the installation of solar-powered, in-road marker lights in certain bicycle ways established in, or within a specified radius of, an urban area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and affirmed as being true and correct and are incorporated herein.

Section 2: That the Commission announces its support for Senate Bill 904 (SB 904), which was introduced by State Senator Maria Sachs, requiring the installation of embedded, in-road solar-powered marker lights in certain bicycle ways in or within a one-mile radius of an urban area, in conjunction with the construction, reconstruction, or other change of any state transportation facility.

Section 3: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Mayor Wayne M. Messam	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

ATTACHMENT 1

By Senator Sachs

34-01134A-16 2016904__

A bill to be entitled

An act relating to bicycle ways; amending s. 335.065, F.S.; requiring the installation of solar-powered, in-road lights in certain bicycle ways that are established in, or within a specified radius of, an urban area; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (a) of subsection (1) of section 335.065, Florida Statutes, is amended to read:

335.065 Bicycle and pedestrian ways along state roads and transportation facilities.—

(1)(a) Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into state, regional, and local transportation plans and programs. Bicycle and pedestrian ways shall be established in conjunction with the construction, reconstruction, or other change of any state transportation facility, and special emphasis shall be given to projects in, or within a 1-mile radius ~~1 mile~~ of, an urban area. Solar-powered, in-road lights must be installed in all bicycle ways that are established on or after July 1, 2016, in, or within a 1-mile radius of, an urban area in conjunction with the construction, reconstruction, or other change of any state transportation facility.

Section 2. This act shall take effect July 1, 2016.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

13.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27 2016

Second Reading Date:

Presenter's Name and Title: Eric Silva, Director of the Community and Economic Development Department, on behalf of the Community and Economic Development Department.

Temp Reso Number: 5960

Item Description: Temp. Reso. No. 5960 AMENDING THE QUALIFIED TARGET INDUSTRY INCENTIVE FOR PROJECT BLADE; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH IN AN AMOUNT NOT-TO-EXCEED $27,000.

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: Project Blade is a global aviation company that provides maintenance, repair and overhaul of aircraft engines and component parts. The company's aircraft engine overhauling facility in the City occupies 128,000 square feet and employs 183 people. The company proposes to expand its operations by investing $4.25 million in manufacturing equipment and creating 27 new jobs paying an average salary of $51,266 (115 percent of the average wage in Broward County). These jobs are positions that would move to other states under consideration by the company, including Texas and Ohio.

Through its Qualified Target Industry ("QTI") Tax Refund Program, the State of Florida provides financial incentives to companies that create high wage jobs in targeted high value-added industries. Section 288.106, Florida Statutes, requires a QTI business to secure funding from local sources that is equal to 20 percent of the annual tax refund to be received from the State under the QTI Tax Program. The City originally approved a QTI local financial support of $16,200 by Resolution No. 16-13 on October 7, 2015, based on a total QTI incentive of $81,000. The Florida Department of Economic Opportunity ("DEO") has determined that project Blade is eligible for a total QTI incentive of $135,000 as a targeted industry business and an advanced manufacturing company that requires a local financial support of $27,000, an increase of $10,800 from the October 7, 2015 approval.

Instructions for the Office of the City Clerk: None

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in an amount not-to-exceed $27,000 will be budgeted in Community and Economic Development Account No. 001-41-432-552-000-608250 beginning in Fiscal Year 2017, in accordance with the QTI hiring schedule.

Content: Agenda Item Memo from the City Manager to City Commission

- **Resolution TR No. 5960**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Community & Economic Development Director

DATE: November 2, 2015

RE: Temp. Reso. No. 5960 amending the Qualified Target Industry incentive for project Blade.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5960, recommending that Project Blade be approved as a Qualified Target Industry ("QTI") business and an advanced manufacturing company pursuant to Section 288.106, Florida Statutes, and approving an amended local financial support offer to Project Blade in an amount not-to-exceed $27,000 for the company to expand its aircraft engine overhauling facility in the City.

ISSUE: Section 2-261 of the City Code authorizes the City to award an economic development incentive to eligible businesses, in an amount to be determined by the City Commission, upon recommendation of the City Manager. Pursuant to Section 2-261(f), City Code, approval of monetary incentives for participating businesses must be made by resolution of the City Commission. The City originally approved a QTI local financial support of $16,200 by resolution 16-13 on October 7, 2015 based on a total QTI incentive of $81,000. The Florida Department of Economic Opportunity ("DEO") has determined that project Blade is eligible for a total QTI incentive of $135,000 as a targeted industry business and an advanced manufacturing company. This determination by the DEO requires a local financial support of $27,000, an increase of $10,800 from the amount approved by the City Commission on October 7, 2015.

BACKGROUND: Through its QTI Tax Refund Program, the State of Florida provides financial incentives to companies that create high wage jobs in targeted high value-added industries. These incentives include refunds on corporate income, sales, ad valorem, intangible personal property, insurance premiums, and certain other taxes.

Project Blade is a global aviation company that provides maintenance, repair and overhaul of aircraft engines and component parts. The company's aircraft engine overhauling facility in the City occupies 128,000 square feet and employs 183 people. The company proposes to expand its operations by investing $4.25 million in manufacturing equipment and creating 27 new jobs paying an average salary of $51,266 (115 percent of the average wage in Broward County). These jobs are positions that would move to other states under consideration by the company, including Texas and Ohio.

Section 288.106, Florida Statutes, requires a QTI business to secure funding from local sources that is equal to 20 percent of the annual tax refund to be received from the State under the QTI Tax Program. The proposed offer is for the City to provide the 20 percent that is required as local financial support in this case, to be paid in accordance with the QTI Tax Refund Award. As such, payments are subject to Project Blade meeting various performance requirements, including minimum capital investment, number of employees and average salary, full return on City investment (tax revenue/incentive payout), as well as meeting all the requirements of the State incentive program. Incentive payments are only made once the performance criteria are met. The funds for this incentive will be budgeted in Account No. 001-41-432-552-000-608250, "Economic Incentive", beginning in Fiscal Year 2017, in accordance with the QTI hiring schedule.

Temp. Reso. No. 5960
11/2/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AMENDING THE QUALIFIED TARGET INDUSTRY INCENTIVE FOR PROJECT BLADE; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH IN AN AMOUNT NOT-TO-EXCEED $27,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to retain companies that will help create a strong tax and employment base for the City, foster the City's image as an attractive corporate location and further the City's economic development, consistent with Section 2-261 of the City Code, and applicable Florida Statutes; and

WHEREAS, Project Blade ("BLADE") is an "eligible business" within the meaning of Section 2-261, City Code, and proposes to expand its aircraft engine overhauling facility in the City; and

WHEREAS, BLADE has been identified as a Target Industry Business; and

WHEREAS, as part of its consideration to expand its aircraft engine overhauling facility, BLADE is requesting certification from the State of Florida as a "Qualified Target Industry Business" under the State of Florida Qualified Target Industry ("QTI") Tax Refund Program, pursuant to Section 288.106, Florida Statutes; and

WHEREAS, BLADE will commit to pay an average annual wage of $51,266, which is 115 percent of the Broward County average wage; and

WHEREAS, the City acknowledges that local financial support of 20 percent of any tax refund awarded by the State is required under the provisions of Section 288.106, Florida Statutes, governing the State's QTI Tax Refund Program; and

WHEREAS, the City originally approved a QTI local financial support of $16,200 by Resolution No. 16-13 on October 7, 2015 based on a total QTI incentive of $81,000; and

WHEREAS, since the City Commission's adoption of Resolution No. 16-13, BLADE has been identified as a Target Industry Business that falls within one of the high-impact sectors designated under Florida Statute 288.108, specifically Advanced Manufacturing, and is eligible for a total QTI incentive of $135,000 that requires a local financial support of $27,000; and

WHEREAS, the City has committed to provide $27,000, which is the full 20 percent of the QTI local financial support BLADE must obtain under Section 288.106, Florida Statutes; and

WHEREAS, the City Manager recommends approval of its share of the required QTI local financial support for BLADE to expand its aircraft engine overhauling facility in the City; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens and residents of the City of Miramar to approve the QTI local financial support in an amount not-to-exceed $27,000 for BLADE to expand its aircraft engine overhauling facility in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are confirmed and ratified as being true and correct and are made a specific part of this Resolution.

Section 2: That it recommends to the appropriate State of Florida agencies that BLADE be approved as a Qualified Target Industry Business and an advanced manufacturing company pursuant to Section 288.106, Florida Statutes.

Section 3: That it has determined the basis of this project's average private sector wage commitment calculation shall be 115 percent of the Broward County average annual wage.

Section 4: That the necessary cash commitment of local financial support for the QTI Tax Refund Program exists for BLADE in an amount not-to-exceed $27,000, and that this amount will be available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity, with the stipulation that these funds are intended to represent "local financial support" required by Section 288.106, Florida Statutes.

Section 5: That the appropriate City officials shall do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 5960
11/2/15
1/15/16

Section 6: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

14.
CONSENT AGENDA
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: L. Keith Tomey III, Fire-Rescue Chief

Temp Reso Number: 5955

Item Description: Temp. Reso. No. 5955, APPROVING THE PURCHASE OF FIRE-RESCUE SUPPLIES AND EQUIPMENT FROM THE BROWARD SHERIFF'S OFFICE IN AN AMOUNT NOT-TO-EXCEED $100,000 FOR FISCAL YEAR 2016. (Fire-Rescue Chief L. Keith Tomey III)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: Over the past several years, the City's Fire-Rescue Department has purchased a broad array of supplies and equipment from the Broward Sheriff's Office ("BSO"), including medical supplies, office supplies, bunker gear and janitorial supplies, which are necessary to perform job tasks and to service the residents of Miramar. BSO purchases these goods from vendors at lower prices resulting from the purchasing power generated by the volume of consumption by BSO and the Broward cities that participate in this process. BSO stores these commodities in its warehouse and provides participating cities such as Miramar with these products upon receipt of a purchase order and payment for the cost of the items. The Fire-Rescue Department has found the service provided by BSO dependable and efficient for supplying the necessary items at competitive prices. City Commission approval is sought due to the purchases for FY 2016 being estimated to exceed the $50,000 limit. The individual purchases, depending on the purchase amount, are either under the threshold amount for competitive bidding or authorized pursuant to City Procurement Code Section 2-413(6), referring to the utilization of other governmental agencies' contracts that are based on competitive bids or proposals.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for the remaining purchases is available in Fire-Rescue FY 2016 expenditure lines 001.30.307.526.000.605265, 001.30.304.522.000.605243, 001.30.304.522.000.605247, and 001.30.304.522.000.605263.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5955**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: L. Keith Tomey III, Fire-Rescue Chief

DATE: December 2, 2015

RE: Temp. Reso. No. 5955, seeking authorization to purchase Fire-Rescue supplies from Broward Sheriff's Office in an amount not-to-exceed $100,000 for FY 2016.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5955 for the purchase of Fire-Rescue supplies and equipment from the Broward Sheriff's Office ("BSO") in an amount not-to-exceed $100,000 for FY 2016.

ISSUE: Pursuant to Section 2-412(a)(1) of the City's Procurement Code, City Commission approval is necessary for a purchase or combined purchases by a single City department of, or contract for, commodities or services estimated to exceed fifty thousand dollars ($50,000) from the same person or entity in a fiscal year, regardless of whether the competitive bidding or competitive proposal procedures were followed.

The Fire-Rescue Department purchases equipment and supplies from BSO throughout the Fiscal Year. City Commission approval is being sought so that the Department may continue to purchase the necessary equipment and supplies from BSO in excess of $50,000 in Fiscal Year 2016.

BACKGROUND: Over the past several years, the City's Fire-Rescue Department has purchased a broad array of supplies and equipment from the BSO, including medical supplies, office supplies, bunker gear and janitorial supplies, which are necessary to perform job tasks and to service the residents of Miramar. BSO purchases these goods from vendors at lower prices resulting from the purchasing power generated by the volume of consumption by BSO and the Broward cities that participate in this process. BSO stores these commodities in its warehouse and provides participating cities, such as Miramar with these

products upon receipt of a purchase order and payment for the cost of the items. The Fire-Rescue Department has found the service provided by BSO dependable and efficient for supplying the necessary items at competitive prices.

Temp. Reso. No. 5955
10/22/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF FIRE-RESCUE SUPPLIES AND EQUIPMENT FROM THE BROWARD SHERIFF'S OFFICE IN AN AMOUNT NOT-TO-EXCEED $100,000 FOR FISCAL YEAR 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Fire-Rescue Department annually purchases a broad array of supplies and equipment, including medical supplies, office supplies, bunker gear and janitorial supplies, from the Broward Sheriff's Office ("BSO"); and

WHEREAS, the supplies and equipment purchased are essential to the Department's daily operations and functionality when responding to emergency situations, such as medical emergencies, structural fires, hazardous materials incidents and water and animal related rescues; and

WHEREAS, Section 2-412(a)(1), City Code, requires City Commission approval for a purchase or combined purchases by a single department of, or contract for, commodities or services in excess of $50,000 from the same person or entity in a fiscal year; and

WHEREAS, Section 2-413(6), City Code, authorizes the City's utilization of other governmental agencies' contracts that are based on competitive bids or proposals for the purchase of commodities; and

WHEREAS, BSO purchases Fire-Rescue supplies and equipment from vendors consistent with the competitive requirements of its purchasing regulations and at lower prices resulting from the purchasing power generated by the volume of consumption by BSO and the Broward cities that participate in this process; and

WHEREAS, BSO stores the supplies and equipment in its warehouse and offers participating cities, such as Miramar, the ability to purchase these commodities upon receipt of a purchase order and at BSO's cost; and

WHEREAS, the Fire-Rescue Department has found the service provided by BSO, including ordering and delivery, to be dependable and efficient for supplying the necessary items at competitive pricing; and

WHEREAS, the City Manager recommends approval of the purchase of Fire Rescue supplies and equipment from BSO in an amount not-to-exceed $100,000 for Fiscal Year 2016; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the purchase of Fire Rescue supplies and equipment from BSO in an amount not-to-exceed $100,000 for Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the purchase of Fire Rescue supplies and equipment from BSO in an amount not-to-exceed $100,000 for Fiscal Year 2016.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

15.
RESOLUTIONS
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date:

Presenter's Name and Title: Marva Ricketts, Director of Social Services, on behalf of Social Services

Temp Reso Number: 5959

Item Description: Temp. Reso. No. 5959, AUTHORIZING THE SIGNING AND SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL GRANT PROGRAM FUNDS, AND THE ACCEPTANCE OF FUNDS AND ASSOCIATED MATCH REQUIREMENTS IF THE GRANT IS AWARDED. (Director of Social Services Marva Ricketts)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☒

Summary Explanation and Background: The City of Miramar seeks to apply for a grant through the Section 5310 Federal grant program, a discretionary capital assistance program implemented to address the special needs of elderly individuals and individuals with disabilities. Each year, grant funds are allocated to the Florida Department of Transportation ("FDOT") for distribution to grant recipients within the state. Program funds may be used for transportation services for elderly persons or persons with disabilities; for the purchase of buses, vans or other paratransit vehicles; radios and communication equipment; wheelchair lifts and restraints; vehicle rehabilitation and other qualifying equipment and services.

If the City is awarded a grant through the program, staff is recommending that the awarded funds be used to purchase a new bus which will allow the City to continue to provide much-needed transportation services to its seniors.

The bus to be purchased with grant funds would replace bus number 521, a 24'8" 2001 Ford E-450 full-sized cutaway type vehicle and chassis with a seating capacity of 25. Since the City acquired the bus on August 8, 2001, the bus has logged 216,893 miles and has developed multiple mechanical problems. Staff is recommending the purchase of a 29' Ford Entourage Chassis bus. The new bus would be purchased from Getaway Bus, LLC, a registered vendor under the grant agreement with an active contract through the FDOT Transit Research Inspection Procurement Services Program, Contract No. TRIPS-11-CA-GB. The estimated total cost of the bus will be an amount not to exceed $111,199.

Funding under the Section 5310 grant program is provided on a 80/10/10 basis, requiring a 10 percent local match by both the City and the FDOT. Accordingly, the City's share of the bus to be purchased if the grant is awarded would be an estimated amount not to exceed $11,120.

City Commission approval is necessary to apply for funding under the U.S.C. Section 5310 grant program, and for the 10 percent match requirement under the program if the funds are awarded.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on 12/15/15, in a Display ad in the Miami Herald; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds of $11,120, which represents the estimated 10 percent local match, will be allocated in account 503-50-521-519-000-606440 entitled "Vehicle Purchase".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5959**
  - **Exhibit A: Grant Application for Federal Assistance Under Section 5310 for the Enhanced Mobility of Seniors and Individuals with Disabilities**
- **Attachment(s)**
  - **Attachment 1: Vehicle Maintenance History**
  - **Attachment 2: Vehicle Ouote**
  - **Attachment 3: TRIPS Order Packet**
  - **Attachment 4: Contract # TRIPS-11-CA-GB**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Marva Ricketts, Social Services Director

DATE: December 7, 2015

RE: Temp. Reso. No. 5959, authorizing the application for federal grant funds under the U.S.C Section 5310 grant program for the purchase of a vehicle for the City's senior program and the 10 percent match requirement for all funds awarded through the program.

RECOMMENDATION: The City Manager recommends approval of the application for federal grant funds through the U.S.C. Section 5310 program for the purchase of a replacement vehicle for the City's senior program.

ISSUE: City Commission approval is necessary to apply for funding under the U.S.C. Section 5310 program and for the 10 percent match requirement under the program if the requested funds are awarded.

BACKGROUND: Section 5310 of Title 49 of the United States Code authorizes the Section 5310 federal grant program as a discretionary capital assistance program implemented to address the special needs of elderly individuals and individuals with disabilities. Each year, the U.S. Department of Transportation Federal Transit Administration ("FTA") apportions Section 5310 funds to states based on an administrative formula that considers the number of elderly individuals and individuals with disabilities in each state. The Governor has designated the Florida Department of Transportation ("FDOT") to administer the funds allocated to the State of Florida under the program.

The City of Miramar seeks to take advantage of the opportunity to apply for a grant under the U.S.C. Section 5310 grant program. Program funds may be used for transportation services for elderly persons or persons with disabilities; for the purchase of buses, vans or other paratransit vehicles; radios and communication equipment; wheelchair lifts and restraints; vehicle rehabilitation and other qualifying equipment and services.

The breakdown of funding for the Section 5310 grant program is 80/10/10, representing the respective shares of contributions from the federal government, the state and the grant recipient. Thus, the federal share of eligible capital costs is 80 percent of the total award. State funds may support up to 10 percent of eligible capital costs with the remaining amount (10 percent) being supported by a local match.

If the contemplated funds are awarded, staff is recommending that they be used to purchase a bus through FDOT to replace bus number 521, which would allow the City to continue to provide much-needed transportation services to ultimately enhance its growing senior program.

Bus number 521 is a 24'8" 2001 Ford E-450 full-sized cutaway type vehicle and chassis with a seating capacity of 25. The City acquired the bus on August 8, 2001. Since that time, the bus has logged 216,893 miles and has developed several mechanical problems relating to the transmission, brakes, gear shift, belts, radiator, air conditioning, water leaks, and cabin flooring that needed to be replaced. The vehicle maintenance history, attached as Attachment "1", outlines the frequency and nature of the issues experienced since 2010.

Staff is recommending the purchase of a 29' Ford Entourage Chassis bus. The exact specifications are outlined in the quote attached as Attachment "2". This vehicle is comparable to the buses that are currently in the senior transportation fleet. The bus will be purchased from Getaway Bus, LLC, a registered vendor with an active contract through the FDOT Transit Research Inspection Procurement Services Program Contract No.TRIPS-11-CA-GB.

The vendor, Getaway Bus, LLC, has informed us that we should estimate the cost of the bus at a 10 percent higher rate than what is reflected on the order form. Contract negotiations have commenced regarding the Section 5310 grant and the vendors are currently in the bidding process to provide services. The pricing on the order form (enclosed with this agenda item as 'Attachment 2: Vehicle Quote') is from 2014. The vendor anticipates a five to ten percent increase in pricing after negotiations are final.

Thus, the estimated cost of the bus will reflect an amount not to exceed $111,199 and the City is required to match 10 percent, in an amount not to exceed $11,120. Additionally, the Child Check safety feature is not a published option under the contract but is under the $2,500 threshold for competition and eligible to be purchased with this order, in accordance with City Code Section 2-420.

Temp. Reso. No. 5959
12/07/15

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE SIGNING AND SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL GRANT PROGRAM FUNDS, AND THE ACCEPTANCE OF FUNDS AND ASSOCIATED MATCH REQUIREMENTS IF THE GRANT IS AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the federal government allocates funds to the State of Florida each year for the Section 5310 Grant Program (the "Program"); and

WHEREAS, the Program provides for the enhanced mobility of seniors and individuals with disabilities; and

WHEREAS, the Florida Department of Transportation ("FDOT") has been designated by the Governor to administer the Program; and

WHEREAS, the City of Miramar has the authority to apply for and accept grant awards made by the FDOT as authorized by Chapter 341, Florida Statutes, and/or by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, the grant requires that the applicant provide a 10 percent local match for capital assistance; and

WHEREAS, the City Commission recognizes the City's obligation to provide the match in the event that the grant is awarded; and

WHEREAS, the City Manager recommends approval of the application for federal grant funds through the Program, including the Program local match requirements should the grant be awarded; and

WHEREAS, the City will purchase a Ford Entourage Chassis bus from Getaway Bus, LLC, a vendor approved under the FDOT Transit Research Inspection Procurement Services Program Contract No. TRIPS-11-CA-GB, which is an allowed contract under the grant agreement, in an amount not to exceed $111,199, and the City will issue a purchase order to Getaway Bus, LLC in an amount not to exceed $11,120 representing the 10 percent local match for capital assistance; and

WHEREAS, the City will comply with all applicable state and federal purchasing guidelines, as referenced in the grant application manual, and in compliance with Section 2-458 of the City Code; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve submission of the application for federal grant funds through the Program, including the Program local match requirements should the grant be awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 3: That the Grant Application with FDOT, attached as Exhibit "A", is approved.

Section 4: That the City Manager is authorized to sign the application and accept a grant award, unless specifically rescinded, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 5959
12/07/15

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT A

COVER LETTER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANT APPLICATION

The City of Miramar submits this Application for the Section 5310 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

The City of Miramar further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless FDOT and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this _____ day of _____, 20 ___ with two (2) original resolutions or certified copies of the original resolution authorizing Kathleen Woods-Richardson, City Manager, to sign this Application.

City of Miramar

By _____ Date_____

Title: City Manager

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier: 1001

8. APPLICANT INFORMATION:

* a. Legal Name: City of Miramar

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6019762

* c. Organizational DUNS: 0760413340000

d. Address:

* Street1: 2300 Civic Center Place
Street2:
* City: Miramar
County/Parish: Broward
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 33025

e. Organizational Unit:

Department Name: City of Miramar

Division Name: Senior Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Marva
Middle Name:
* Last Name: Ricketts
Suffix:

Title: Director of Social Services

Organizational Affiliation:
MPO, LCB, ADRC

* Telephone Number: 954-889-2741
Fax Number: 954-602-3400

* Email: maricketts@miramarfl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.513

CFDA Title:

Enhanced Mobility of Seniors and Individuals with Disabilities

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This application is for the purchase of a bus to replace an existing antiquated, out-of -date, non dependable, aged bus in the City's Senior Transportation fleet.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-024
* b. Program/Project: FL-023

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date:
* b. End Date:

18. Estimated Funding ($):

* a. Federal	88,959.20
* b. Applicant	11,119.90
* c. State	11,119.90
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	111,199.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [x] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms.
* First Name: Kathleen
Middle Name:
* Last Name: Woods-Richardson
Suffix:

* Title: City Manager

* Telephone Number: 954-602-3117
Fax Number:

* Email: kwoodsrichardson@miramarfl.gov

* Signature of Authorized Representative:
* Date Signed:

EXHIBIT A

Current System Description

Operational Overview
Miramar's municipal government body serves a population of over 122,000 persons in its 31 square miles located in Southeast Broward. The population has grown exponentially since 2000 when the City served 72,739 residents. This growth trend necessitated an increase in programs and services geared towards seniors, who make up over 6.9% of the population. The City addresses these needs through the Social Services Department.

The mission of the Social Services Department is to improve and enhance the quality of life for individuals of all ages in the City of Miramar by providing comprehensive programs and services. The department operates three major programs, one of which is the senior program. The senior program provides services that include congregate meals, social and recreational activities, and transportation, which plays a major role in the delivery of senior services. Seniors are transported to and from their homes to the centers, doctors' appointments, grocery shopping and recreational activities. In the provision of these services, the City recognizes that without the transportation program many seniors would be home-bound. The service provides them the opportunity to be a member of the senior center where they can receive a balanced meal, interact with their cohorts and improve and maintain vital mental and physical capacity during the aging process.

Organizational Structure
The Social Services Department administration comprises of the Director, the Assistant Director, Program Manager and Operations Manager, who oversee the senior programs; the Senior Services Superintendent who oversees the day-to-day operations of the senior program including transportation; the transportation team which consists of 10 part-time and 3 full-time bus operators, 2 Dispatchers, 2 Schedulers and 2 Administrative Support Staff.

Operational Management and Oversight
The transportation component of the senior program is governed by interdepartmental teams from the Risk Management, Social Services, and Public Works departments. The Risk Management division is responsible for the insurance of the buses on an annual basis. The buses are maintained by the City's Fleet Maintenance division which is a function of the Public Works Department. The vehicles are scheduled for maintenance every 3,000 miles, in addition to the daily bus inspection by the drivers which creates a system of preventive maintenance as any issues that exist are identified and addressed in a timely manner. The Social Services department oversees the day-to-day transportation of the seniors and the supervision of the senior transportation staff. The transportation staff undergoes annual customer service and CPR training. The Bus Operators are required to undergo Sunsational (customer service) training, Defensive driver training, Distracted driver training, CPR/AED/First Aid. They are also required to have a CDL Class B license with passenger endorsement throughout the duration of employment as a Bus Operator.
Should the grant be awarded, the bus will be driven by the current bus operators according to their schedule, to meet the transportation needs of the seniors.

Service Routes and Ridership Numbers

The senior transportation buses operate 5 days per week providing door-to-door service to individuals over the age of sixty. The program operates from 8 a.m. to 4 p.m. Monday through Friday to provide these services. The buses also provide door-to-door transportation for the seniors and disabled elderly to other civic events that take place on the weekends.

Over the past year, the senior transportation program has logged 170,095 miles to provide a total of 59,058 one way trips. Of that amount, 52,779 one way trips were provided to seniors and persons with disabilities. There were 444 unduplicated riders and 14 buses were used to serve them. Should the grant be awarded, the City anticipates an increase in mileage to 62,000 miles to provide a total of 56,000 one way trips. At present, there are no seniors on a waiting list so the new bus will be used to maintain and improve current levels of service to the existing clientele. With the acquisition of a new bus, the City will be able to market our services to new seniors with the intent that the convenience will continue to appeal to clients and their families as a way to get seniors into an active environment on a daily basis. With the addition of a new bus, the City will be able to complete an estimated 182,095 miles to offer services to seniors and persons with disabilities.

EXHIBIT A-1: FACTSHEET

Name of Applicant: City of Miramar

	CURRENTLY	IF GRANT IS AWARDED (Estimates are acceptable.)
1. Number of total one-way trips served by the agency **PER YEAR** (for all purposes)* Please include calculations.	59,058	62,000
2. Number of one-way trips provided to seniors and individuals with disabilities **PER YEAR***	52,779	56,000
3. Number of individual senior and disabled clients **PER YEAR**	444	444
4. Total number of vehicles used to provide service to seniors and individuals with disabilities **ACTUAL**	14	15
5. Number of 5310 vehicles used to provide service to seniors and individuals with disabilities eligible for replacement **ACTUAL (Refer to Vehicle Life Span chart)**	0	0
6. Total fleet vehicle miles traveled to provide service to seniors and individuals with disabilities **PER YEAR**	170,095	182,095
7. Number of days that vehicles are in operation to provide service to seniors and individuals with disabilities **AVERAGE PER WEEK**	5	5
8. Posted hours of normal operation agency provides service to seniors and individuals with disabilities **PER WEEK.** (This does not include non-scheduled emergency availability)	M – F: 8am – 4pm Saturday: Closed Sunday: Closed Total (WEEK):	M – F: 8am – 4pm Saturday: Closed Sunday: Closed Total (WEEK):

Section 1: Face Sheet

County	BROWARD
Report Date	
Period Covered	1/1/2014 through 3/31/2014
Provider Quarter Code	**3**
Funding Source	ADA / Other
Provider Name	City of Miramar, MSSC
Address	6700 Miramar Parkway
City	Florida
Zip	33025
Contact Person	Marva Ricketts
Title	Director, Social Services
Phone	954-889-2741
Fax	954-602-3681
Email	maricketts@ci.miramar.fl.us
Organization Type	Municipality
Primary Service Description	Senior Services

Provider Certification:

I, **Marva Ricketts**, as an authorized Representative of this company, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accoradance with the accompanying instructions.

Error messages (if any) will appear below:

There Are discrepancies on the report in the Revenue vs. 'Revenue Source' section - Section III-2 -OR- the Unduplicated Head Count section - Section III-5

Section II: General Information

{This section intentionally blank}

Section III: Passenger Trip Information

1 One-Way Passenger Trips

Fixed Route/Fixed Schedule	Passes	Passes To Trips
Daily Passes		
Weekly Passes		
Monthly Passes		
Deviated Fixed Route Service		
Paratransit		
Ambulatory	7,266	
Non-Ambulatory	1,132	
Stretcher	0	
Other Services		
School Board Trips		
Total	**8,398**	

2 One-Way Trips by Funding Source

Funding Source	Trips	Revenue	Cost Per Trip	Revenue Source Amount	Differ Betw Reve an Reve Sou
Agency for Health Care Administration				$0	
Agency for Persons with Disabilities				$0	
Agency for Workforce Innovation				$0	
Commission for the TD				$0	
Department of Children and Families				$0	
Department of Community Affairs				$0	
Department of Education				$0	
Department of Elder Affairs	3,000	$27,035	$9.01	$27,035	
Department of Health				$0	
Department of Juvenile Justice				$0	
Department of Transportation				$0	
Local Government	5,398	$47,158	$8.74	$47,158	
Local Non-Government				$0	
Other Federal or State Programs				$0	
Total	**8,398**	$74,193	$8.83	$74,193	

3 One-Way Trips by Passenger Type

Elderly	Low Income	
	Diabled	1,386
	Low Income & Disabled	6,676
	Other	336
Children	Low Income	
	Disabled	
	Low Income & Disabled	
	Other	
Other	Low Income	
	Disabled	
	Low Income & Disabled	
	Other	
Total		**8,398**

4 One-Way Passenger Trip by Purpose

Medical	263
Employment	
Ed./Training/Daycare	
Nutritional	
Life-Sustaining/Other	8,135
Total	**8,398**

5 Unduplicated Passenger Head Count

Paratransit/Deviated FR/School Board	226	<-- This number should not include previous QTR's total
Fixed Route		
Total	**226**	

6 Number of Unmet Trip Requests

Medical	
Employment	
Ed./Training/Daycare	
Nutritional	
Life-Sustaining/Other	
Total	**0**

Reason Trip was Denied

Lack of Funding	
Lack of Vehicle Availability	
Lack of Driver Availability	
Other	
Total	**0**

7 Passenger No-Shows

Agency for Health Care Administration	
Agency for Persons with Disabilities	
Agency for Workforce Innovation	
Commission for the Transportation Disadv.	
Department of Children and Families	
Department of Community Affairs	
Department of Education	
Department of Elder Affairs	
Department of Health	
Department of Juvenile Justice	
Department of Transportation	
Local Government	
Local Non-Government	
Other Federal or State Programs	
Total	**0**

8 Complaints

Complaints by Service	
Complaints by Policy	
Complaints by Vehicle	
Complaints by Other	
Total	**0**

9 Commendations

Section IV: Vehicle Information

1 Mileage Information

		%
Vehicle Miles	13,760	
Revenue Miles	13,597	98.82%

2 Roadcalls

0

3 Accidents

		%
Chargeable		
Person Only	0	
Vehicle Only	0	
Person & Vehicle	0	
Total	**0**	
Non-Chargeable		
Person Only	0	
Vehicle Only	0	
Person & Vehicle	0	
Total	**0**	
Grand Total	**0**	

4 Number of Vehicles

9

Vehicle Type	Count	%
Wheelchair Accessible	9	100%
Stretcher Equipped	0	0%
Non-Wheelchair/Non-Stretcher Accessible	0	0%

Section V: Employee Information

1 Provider/Coord. Contractor Employee Information

	Total # Drivers Worked This Quarter	Total Hours Worked This Quarter	New Hires This Quarter	Average Hours This QTR
Full-Time	1	600.00		600.00
Part-Time	8	960.00		120.00
Volunteer	0			

	Total Other Vols This Qtr		New Vols. This Qtr
Other Volunteers	0	0.00	

	Staff Count at End of QTR
Maintenance Employees	
Dispatchers	2
Schedulers	2
Call Intake/Res./Cust. Ser.	
Other Operations Empl.	
Administrative Support	2
Management Employees	3

Section VI: Revenue Sources

Funding Source

Agency for Health Care Administration

Medicaid Non-Emergency under contract with Commission	
Medicaid Non-Emergency under fee for service contract with AHCA	

Agency for Persons with Disabilities

Comm Care for Dis Adults/Aging & Adult Services	
Developmental Services	
Other-SPECIFY	

Agency for Workforce Innovation

WAGES/Workforce Board	
Other-SPECIFY	

Commission for the Transportation Disadvantaged

Non-Sponsored Trip Program	
Non-Sponsored Capital Equipment	
Rural Capital Equipment	
TD Other-SPECIFY	

Department of Children and Families

Alcohol, Drug Abuse & Mental Health Program	
Family Safety & Preservation	
Other-SPECIFY	

Department of Community Affairs

Community Affairs	
Other-SPECIFY	

Department of Education

Carl Perkins Vocational Ed. Act	
Division of Blind Services	
Vocational Rehabilitation	
Day Care Programs	
Other-SPECIFY	

Department of Elder Affairs

Older Americans Act	$27,035.00
Community Care for the Elderly	
Other-SPECIFY	

Department of Health

Children's Medical Services	
Office of Disability Deter.	
County Public Health Unit	
Other-SPECIFY	

Department of Juvenile Justice	
Other-SPECIFY	
Department of Transportation	
49 USC 5307 (Section 9)	
49 USC 5310 (Section 16)	
49 USC 5311 (Section 18)	
490 USC 5311(f) (Section 18i)	
Service Development	
Commuter Assistance Program	
Other DOT-SPECIFY	
Local Government	
School Board Service	
Complementary ADA Service	
County Cash	
County In-Kind	$47,158.00
City Cash	
City In-Kind	
Other Cash-SPECIFY	
Other In-Kind-SPECIFY	
Local Non-Government	
Farebox	
Donations, Contributions	
In-Kind Services	
Other Non Government-SPECIFY	
Other Federal or State Programs	
Other-SPECIFY	
Total	**$74,193.00**

Section VII: Expense Sources

Expense Item

501	Labor	$32,441.00
502	Fringe Benefits	$15,091.00
503	Services	$644.00
504	Materials and Supplies Cons.	$16,532.00
505	Utilities	$841.00
506	Casualty and Liability	$8,644.00
507	Taxes	
508	Purchased Services	***List according to instructions***
	Bus Pass Expenses	
	School Bus Expenses	
	Other-(Explain)	
509	Miscellaneous	
511	Interest	
512	Leases and Rentals	
513	Annual Depreciation	
530	Contributed Services	
	Allocated Indirect Expenses	
	Total	**$74,193.00**

Revenue vs. Expense: **$0.00**

End of Q3 Report

Section 1: Face Sheet

County	BROWARD
Report Date	
Period Covered	4/1/2014 through 6/30/2014
Provider Quarter Code	**4**
Funding Source	ADA / Other
Provider Name	City of Miramar, MSSC
Address	6700 Miramar Parkway
City	Florida
Zip	33025
Contact Person	
Title	
Phone	954-889-2741
Fax	954-602-3681
Email	
Organization Type	Municipality
Primary Service Description	Senior Services

Provider Certification:

I, **Marva Ricketts**, as an authorized Representative of this company, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accoradance with the accompanying instructions.

Error messages (if any) will appear below:

Section II: General Information

{This section intentionally blank}

Section III: Passenger Trip Information

1 One-Way Passenger Trips

Fixed Route/Fixed Schedule	Passes	Passes To Trips
Daily Passes		
Weekly Passes		
Monthly Passes		
Deviated Fixed Route Service		
Paratransit		
Ambulatory	8,395	
Non-Ambulatory	1,101	
Stretcher		
Other Services		
School Board Trips		
Total	**9,496**	

2 One-Way Trips by Funding Source

Funding Source	Trips	Revenue	Cost Per Trip	Revenue Source Amount	Differ Betw Reve an Reve Sou
Agency for Health Care Administration				$0	
Agency for Persons with Disabilities				$0	
Agency for Workforce Innovation				$0	
Commission for the TD				$0	
Department of Children and Families				$0	
Department of Community Affairs				$0	
Department of Education				$0	
Department of Elder Affairs	2,775	$27,035	$9.74	$27,035	
Department of Health				$0	
Department of Juvenile Justice				$0	
Department of Transportation				$0	
Local Government	6,721	$49,374	$7.35	$49,374	
Local Non-Government				$0	
Other Federal or State Programs				$0	
Total	**9,496**	$76,409	$8.05	$76,409	

3 One-Way Trips by Passenger Type

Elderly	Low Income	3,798
	Diabled	1,140
	Low Income & Disabled	4,083
	Other	475
Children	Low Income	
	Disabled	
	Low Income & Disabled	
	Other	
Other	Low Income	
	Disabled	
	Low Income & Disabled	
	Other	
Total		**9,496**

4 One-Way Passenger Trip by Purpose

Medical	214
Employment	
Ed./Training/Daycare	
Nutritional	
Life-Sustaining/Other	9,282
Total	**9,496**

5 Unduplicated Passenger Head Count

Paratransit/Deviated FR/School Board	
Fixed Route	
Total	**0**

6 Number of Unmet Trip Requests

Medical	
Employment	
Ed./Training/Daycare	
Nutritional	
Life-Sustaining/Other	
Total	**0**

Reason Trip was Denied

Lack of Funding	
Lack of Vehicle Availability	
Lack of Driver Availability	
Other	
Total	**0**

7 Passenger No-Shows

Agency for Health Care Administration	
Agency for Persons with Disabilities	
Agency for Workforce Innovation	
Commission for the Transportation Disadv.	
Department of Children and Families	
Department of Community Affairs	
Department of Education	
Department of Elder Affairs	
Department of Health	
Department of Juvenile Justice	
Department of Transportation	
Local Government	
Local Non-Government	
Other Federal or State Programs	
Total	**0**

8 Complaints

Complaints by Service	
Complaints by Policy	
Complaints by Vehicle	
Complaints by Other	
Total	**0**

9 Commendations

Section IV: Vehicle Information

1 Mileage Information

		%
Vehicle Miles	96,973	
Revenue Miles	96,952	99.98%

2 Roadcalls

3 Accidents

		%
Chargeable		
Person Only		
Vehicle Only		
Person & Vehicle		
Total	**0**	
Non-Chargeable		
Person Only		
Vehicle Only		
Person & Vehicle		
Total	**0**	
Grand Total	**0**	

4 Number of Vehicles 11

Vehicle Type	Count	%
Wheelchair Accessible	11	100%
Stretcher Equipped		0%
Non-Wheelchair/Non-Stretcher Accessible		0%

Section V: Employee Information

1 Provider/Coord. Contractor Employee Information

	Total # Drivers Worked This Quarter	Total Hours Worked This Quarter	New Hires This Quarter	Average Hours This QTR
Full-Time	3	1,350.00		450.00
Part-Time	6	2,160.00		360.00
Volunteer				

	Total Other Vols This Qtr	New Vols. This Qtr
Other Volunteers		

	Staff Count at End of QTR
Maintenance Employees	2
Dispatchers	2
Schedulers	
Call Intake/Res./Cust. Ser.	
Other Operations Empl.	
Administrative Support	2
Management Employees	3

Section VI: Revenue Sources

Funding Source

Agency for Health Care Administration

Medicaid Non-Emergency under contract with Commission	
Medicaid Non-Emergency under fee for service contract with AHCA	

Agency for Persons with Disabilities

Comm Care for Dis Adults/Aging & Adult Services	
Developmental Services	
Other-SPECIFY	

Agency for Workforce Innovation

WAGES/Workforce Board	
Other-SPECIFY	

Commission for the Transportation Disadvantaged

Non-Sponsored Trip Program	
Non-Sponsored Capital Equipment	
Rural Capital Equipment	
TD Other-SPECIFY	

Department of Children and Families

Alcohol, Drug Abuse & Mental Health Program	
Family Safety & Preservation	
Other-SPECIFY	

Department of Community Affairs

Community Affairs	
Other-SPECIFY	

Department of Education

Carl Perkins Vocational Ed. Act	
Division of Blind Services	
Vocational Rehabilitation	
Day Care Programs	
Other-SPECIFY	

Department of Elder Affairs

Older Americans Act	$27,035.00
Community Care for the Elderly	
Other-SPECIFY	

Department of Health

Children's Medical Services	
Office of Disability Deter.	
County Public Health Unit	
Other-SPECIFY	

Department of Juvenile Justice

Other-SPECIFY	

Department of Transportation

49 USC 5307 (Section 9)	
49 USC 5310 (Section 16)	
49 USC 5311 (Section 18)	
490 USC 5311(f) (Section 18i)	
Service Development	
Commuter Assistance Program	
Other DOT-SPECIFY	

Local Government

School Board Service	
Complementary ADA Service	
County Cash	
County In-Kind	$49,374.00
City Cash	
City In-Kind	
Other Cash-SPECIFY	
Other In-Kind-SPECIFY	

Local Non-Government

Farebox	
Donations, Contributions	
In-Kind Services	
Other Non Government-SPECIFY	

Other Federal or State Programs

Other-SPECIFY	

Total	**$76,409.00**

Section VII: Expense Sources

Expense Item

501	Labor	$30,758.68
502	Fringe Benefits	$16,169.00
503	Services	$699.74
504	Materials and Supplies Cons.	$20,335.76
505	Utilities	$7,926.62
506	Casualty and Liability	$0.00
507	Taxes	
508	Purchased Services	***List according to instructions***
	Bus Pass Expenses	
	School Bus Expenses	
	Other-(Explain)	
509	Miscellaneous	
511	Interest	
512	Leases and Rentals	$519.20
513	Annual Depreciation	
530	Contributed Services	
	Allocated Indirect Expenses	
	Total	**$76,409.00**

Revenue vs. Expense: **$0.00**

End of Q4 Report

Section 1: Face Sheet

County	BROWARD
Report Date	10/15/2015
Period Covered	7/1/2015 through 9/30/2015
Q1 Must be EMail To CTC by:	10/14/2015
Provider Quarter Code	**1**
Funding Source	**Non-TD**
Provider Name	City of Miramar - Public Works Dept.
Address	13900 Pembroke Road
City	Miramar
State	FL
Zip	33027
Contact Person	Marjorie Smith
Title	Fiscal Grant Managment Clerk II
Phone	954-889-2745
Fax	954-602-3681
Email	msmith@miramarfl.gov
Organization Type	City Gov.
Primary Service Description	Nutrition Site

Provider Certification:

I, **Alisha** , as an authorized Representative of this company, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accoradance with the accompanying instructions.

Error messages (if any) will appear below:

Section II: General Information

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Section III: Passenger Trip Information

1 One-Way Passenger Trips

Fixed Route/Fixed Schedule	Passes	Passes To Trips
Daily Passes	36	36
Weekly Passes	180	540
Monthly Passes	792	9,504
Deviated Fixed Route Service	0	

Paratransit	In Area	Out Of Area
Ambulatory	155	0
Non-Ambulatory	0	0
Stretcher	0	0

Other Services	
School Board Trips	0

Total **10,235**

2 One-Way Trips by Funding Source

Funding Source	Trips	Revenue	Cost Per Trip
Agency for Health Care Administration	0	$0.00	
Agency for Persons with Disabilities	0	$0.00	
Agency for Workforce Innovation	0	$0.00	
Commission for the TD	0	$0.00	
Department of Children and Families	0	$0.00	
Department of Community Affairs	100	$27,035.00	$270.35
Department of Education	0	$0.00	
Department of Elder Affairs	0	$0.00	
Department of Health	0	$0.00	
Department of Juvenile Justice	0	$0.00	
Department of Transportation	0	$0.00	
Local Government	10,135	$484,825.00	$47.84
Local Non-Government	0	$0.00	
Other Federal or State Programs	0	$0.00	
Total	**10,235**	$511,860.00	$50.01

3 One-Way Trips by Passenger Type

Elderly	Low Income	75
	Disabled	25
	Low Income & Disabled	30
	Other	25
Children	Low Income	0
	Disabled	0
	Low Income & Disabled	0
	Other	0
Other	Low Income	0
	Disabled	0
	Low Income & Disabled	0
	Other	10,080
Total		**10,235**

4 One-Way Passenger Trips by Purpose

Medical	0
Employment	0
Ed./Training/Daycare	0
Nutritional	155
Life-Sustaining/Other	10,080
Total	**10,235**

5 Unduplicated Passenger Head Count

Paratransit/Deviated FR/School Board	20
Fixed Route	10,080
Total	**10,100**

6 Number of Unmet Trip Requests

Medical	0
Employment	0
Ed./Training/Daycare	0
Nutritional	0
Life-Sustaining/Other	0
Total	**0**

Reason Trip was Denied

Lack of Funding	0
Lack of Vehicle Availability	0
Lack of Driver Availability	0
Other	0
Total	**0**

7 Passenger No-Shows

Agency for Health Care Administration	0
Agency for Persons with Disabilities	0
Agency for Workforce Innovation	0
Commission for the Transportation Disadv.	0
Department of Children and Families	0
Department of Community Affairs	15
Department of Education	0
Department of Elder Affairs	0
Department of Health	0
Department of Juvenile Justice	0
Department of Transportation	0
Local Government	0
Local Non-Government	0
Other Federal or State Programs	0
Total	**15**

8 Complaints

Complaints by Service	8
Complaints by Policy	0
Complaints by Vehicle	12
Complaints by Other	0
Total	**20**

9 Commendations

10

Section IV: Vehicle Information

1 Mileage Information

		%
Vehicle Miles	52,169.0	
Revenue Miles	50,043.0	95.92%

2 Roadcalls

15

3 Accidents

		%
Chargeable		
Person Only	0	
Vehicle Only	0	
Person & Vehicle	0	
Total	**0**	
Non-Chargeable		
Person Only	0	
Vehicle Only	0	
Person & Vehicle	0	
Total	**0**	
Grand Total	**0**	

4 Number of Vehicles

20

Vehicle Type	Count	%
Wheelchair Accessible	18	90.00%
Stretcher Equipped	0	0.00%
Non-Wheelchair/Non-Stretcher Accessible	2	10.00%

Section V: Employee Information

1 Provider/Coord. Contractor Employee Information

	Total # Drivers Worked This Quarter	Total Hours Worked This Quarter	Average Hours This QTR
Full-Time	6	2,700.00	450.00
Part-Time	16	5,760.00	360.00
Volunteer	0	0.00	

	Total Other Vols This Qtr	
Other Volunteers	0	0.00

	Staff Count at End of QTR
Maintenance Employees	2
Dispatchers	2
Schedulers	1
Call Intake/Res./Cust. Ser.	1
Other Operations Empl.	0
Administrative Support	1
Management Employees	2

Section VI: Revenue Sources

Funding Source

Agency for Health Care Administration

Medicaid Non-Emergency under contract with Commission	$0.00

Agency for Persons with Disabilities

Developmental Services	$0.00
Other-SPECIFY	$0.00

Agency for Workforce Innovation

WAGES/Workforce Board	$0.00
Other-SPECIFY	$0.00

Commission for the Transportation Disadvantaged

Non-Sponsored Trip Program	$0.00
Non-Sponsored Capital Equipment	$0.00
Rural Capital Equipment	$0.00
Other-SPECIFY	$0.00

Department of Children and Families

Alcohol, Drug Abuse & Mental Health Program	$0.00
Family Safety & Preservation	$0.00
Aging and Adult Services	$0.00
Other-SPECIFY	$0.00

Department of Community Affairs

Community Service Block Grants	$27,035.00
	$0.00

Department of Education

Carl Perkins Vocational Ed. Act	$0.00
Division of Blind Services	$0.00
Vocational Rehabilitation	$0.00
Day Care Programs	$0.00
Other-SPECIFY	$0.00

Department of Elder Affairs

Older Americans Act	$0.00
Community Care for the Elderly	$0.00
Other-SPECIFY	$0.00

Department of Health

Children's Medical Services	$0.00
County Public Health Unit	$0.00
Division of Disability Determination	$0.00
Other-SPECIFY	$0.00

Department of Juvenile Justice

Other-SPECIFY	$0.00

Department of Transportation

Section 5307 Grant	$0.00
Section 5310 Grant	$0.00
Section 5311 Grant	$0.00
Section 5316 Grant (JARC)	$0.00
Section 5317 Grant New Freedom	$0.00
Block Grant - Revenue	$0.00
Service Development	$0.00
Commuter Assistance Program	$0.00
Other-SPECIFY	$0.00

Local Government

School Board Service	$0.00
Complementary ADA Service	$0.00
County Cash	$45,900.00
County In-Kind	$0.00
City Cash	$438,925.00
City In-Kind	$0.00
	$0.00
	$0.00

Local Non-Government

Farebox	$0.00
Donations, Contributions	$0.00
In-Kind Services	$0.00
Other-SPECIFY	$0.00

Other Federal or State Programs

Other-SPECIFY	$0.00

Total	**$511,860.00**

Section VII: Expense Sources

Expense Item

501	Labor	$198,950.00
502	Fringe Benefits	$69,350.00
503	Services	$83,925.00
504	Materials and Supplies Cons.	$22,300.00
505	Utilities	$0.00
506	Casualty and Liability	$51,375.00
507	Taxes	$0.00
508	Purchased Services	***List according to instructions***
	Bus Pass Expenses	$0.00
	School Bus Expenses	$0.00
	Other-(Explain)	$0.00
509	Miscellaneous	$51,375.00
511	Interest	$0.00
512	Leases and Rentals	$0.00
513	Annual Depreciation	$0.00
530	Contributed Services	$0.00
	Allocated Indirect Expenses	$0.00
	Total	**$477,275.00**

Revenue vs. Expense: **$34,585.00**

End of Q1 Report

EXHIBIT B

Proposed Project Description

The City of Miramar is a local municipality applying for grant funds under the U.S.C. Section 5310 program to continue and improve on the current level of service being provided to senior citizens and disabled elderly in the city. The City's senior program serves a diverse group which include 44% white, 42% black and 12% other minority. In addition, 29% of the senior members are Hispanic.

The City's senior transportation program offers services to persons over the age of 60 and seniors with disabilities from 8:00 a.m. to 4:00 p.m., Monday through Friday. The program currently has a fleet of 14 buses offering services to seniors throughout the City. Seniors and elders with disabilities are picked up from their homes and transported to the two senior centers that the City operates. All drivers are experienced with operating wheelchair lifts and other equipment that are required to ensure the safe transportation of senior and disabled clients. The drivers also transport the senior clients to doctors' appointments, grocery stores, banks, Post Office and other recreational outings. Over the past year, the City's senior transportation program provided a total of 59,058 trips and 52,779 one-way trips to the elderly and seniors with disabilities. Should the grant be awarded, the senior transportation program will be able to maintain current levels of service and accommodate more trips which will subsequently improve the levels of service.

Daily trips are logged and reported by drivers on a daily log. This information includes the number of handicapped passengers, trip types and mileage, which is stored in excel spreadsheet for monitoring and planning. The number of clients served by transportation activities is recorded in the Client Information and Referral tracking System (CIRTS), which is reported to external governing agencies; and in Serve tracker which is a centralized internal tracking system for transportation activities.

The purchase of a bus through the Section 5310 grant will decrease down time for repairs and increase the number of trips to serve our senior clientele. This will improve efficiency in the on-time transportation to and from the senior centers, transportation to doctor's appointments, and the number of recreational trips that can be facilitated. The City will also be able to add more seniors to the ridership numbers with reliable buses to meet those transportation needs. This will mean that more elderly and disabled seniors, who may otherwise be home-bound, will be able to get to a meal site and participate in crucial recreational, health promotion and health maintenance activities that will improve their quality of life.

The request for this vehicle purchase is to replace vehicle number 521 in the City's senior transportation fleet. Bus 521 is a 24'8" 2001 Ford E-450 bus that was acquired by the City on August 8, 2001. To date, the bus has logged 216,893 miles and has developed several mechanical deficiencies and incurs high maintenance costs. As a result of these issues, the bus is inoperable and creative means have been implemented to maintain the levels of service to our senior clients.

Maintenance of the senior transportation buses is the joint responsibility of the bus operators and the City's Fleet Maintenance Division. The drivers complete a daily vehicle checklist which provides information on any issues that may arise with the busses. Should there be an item that warrants repair, the bus is scheduled for repair with the Fleet Maintenance team. In addition to this on-going preventive maintenance practice, the buses undergo scheduled maintenance every 3,000 miles. An appointment is scheduled with the Fleet Maintenance division and the buses are dropped off on the date of the appointment. This drop off is done after the senior program activities, so that there will be minimal or no impact to the program. Should there be repair that must be completed during program hours; a back-up vehicle will be used in the interim.

All drivers in the senior transportation program possess a CDL Class B license with passenger endorsement and are required to maintain the license for the duration of employment with the City as a Bus Operator. As part of the daily transportation operation, the drivers are required to perform inspections on the buses before operating them, conducting safety checks and reporting any deficiencies to ensure that the clients are transported in the safest and most comfortable manner. In addition to license requirements the drivers undergo Defensive driver training, Distracted driver training, CPR and customer service training. All drivers are required to undergo random drug screening whenever they are scheduled by the City's Risk Management Division.

The City of Miramar has entered into an agreement with Broward County as the Community Transportation Coordinator (CTC) to offer transportation disadvantaged services. The senior transportation program offers services that are complimentary to that offered by the CTC by adhering to the agreed obligations to provide vehicles and service, qualified drivers, support staff, reporting systems and addressing the service area that meets the standards of the agreement. The City, as the agency providing the service, also complies with the obligations of the agreement through the maintenance of fiscal records and safety requirements, adhering to transportation disadvantaged requirements and taking corrective actions where necessary to ensure complete program compliance.

FORM C-1: TRANSIT-RELATED OPERATING AND ADMINISTRATIVE EXPENSES

Name of Applicant: City of Miramar

Name of Transit Program: _____

Applicant Fiscal period start and end dates: 10/1/2015 to 9/30/16

State Fiscal period from: July 1, 2016 to June 30, 2017

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$ 111,889
Fringe and Benefits (502)	$ 81,976
Services (503)	$ 603
Materials and Supplies (504)	$ 39,399
Vehicle Maintenance (504.01)	$ 55,000
Utilities (505)	$ 6,040
Insurance (506)	$ 3,568
Licenses and Taxes (507)	$ -0-
Purchased Transit Service (508)	$ -0-
Miscellaneous (509)	$ -0-
Leases and Rentals (512)	$ 2,899
Depreciation (513)	
TOTAL EXPENSE	$ 301,374

FORM C-2: OPERATING AND ADMINISTRATIVE REVENUES

Name of Applicant: City of Miramar

Name of Transit Program: _____

Applicant Fiscal period start and end dates: 10/1/2015 to 9/30/16

State Fiscal period from: July 1, 2016 to June 30, 2017

OPERATING REVENUE CATEGORY	REVENUE $
Passenger Fares for Transit Service (401)	$ -0-
Special Transit Fares (402)	$ -0-
Other (403 – 407) (identify by appropriate code)	$ -0-
TOTAL OPERATING REVENUE	$ -0-
OTHER REVENUE CATEGORY	
Taxes Levied Directly by the Transit System (408)	$ -0-
Local Cash Grants and Reimbursements (409)	$ 134,105
Local Special Fare Assistance (410)	$ 17,257
State Cash Grants and Reimbursements (411)	
State Special Fare Assistance (412)	
Federal Cash Grants & Reimbursements (413)	
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	$
GRAND TOTAL ALL REVENUE	$151,362.00

FORM C-3: LOCAL MATCH FOR THIS APPLICATION

Local match may be derived from any non-U.S. Department of Transportation (USDOT) Federal Program, State Programs, Local Contributions or Grants.

Applicants may not borrow funds to use as match nor may they place liens on Section 5310-funded vehicles or equipment. The breakdown of funding for the Section 5310 grant program is 80% Federal/10% FDOT-State/10% Local for capital projects, meaning the Federal share of eligible capital costs may not exceed 80% of the total award. State funds may support up to 10% of eligible capital costs with the remaining 10% being supported by a local match. **At the time an order is placed for vehicles/equipment, the applicant is required to provide a purchase order for its 10% local match to be paid to the vendor. The required 10% local match must be paid at the time of delivery.**

FORM C-3: LOCAL MATCH FOR THIS APPLICATION

Name of Applicant: City of Miramar

Sources and amounts of local share for the vehicles/equipment, or mobility management, being requested:

SOURCE:	**AMOUNT:**
Account Name: Public Works Vehicle Purchase	
Account Number: 503-50-521-519-000-606440	$11,119.90

(Signature of authorized representative)

Kathleen Woods-Richardson, City Manager
(Name and title of authorized representative)

Attach documentation of vehicle match funds immediately behind this page. Proof may consist of, but not be limited to: written statements from county commissions, state agencies, city managers, mayors, town councils, organizations, accounting firms and financial institutions.

FORM C-4: CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY

Name of Applicant: City of Miramar Date of Inventory: Dec/14/15

Model/Yr	Make/size/type	Vin # / FDOT CONTROL #	Ramp or lift	Seats & W/C positions	Avg. miles/Yr.	Current Mileage	Vehicle Status (Active/Spare/Other	Expected retirement date	Other equipment	Funding source	Bus / Equip #
E-350/1998	Ford	1FBNE31FXWHB83210	N/A	11+0	9400	159,989	Active	2016	GPS	Miramar	515
Bluebird/2000	Chevy	1BAGBCPH51F097579	Lift	24+2	9000	135,006	Spare	2017	GPS	Miramar	519
E-450/2001 *	Ford	1FDXE45F51HB03188	N/A	25+0	15500	216,893	Out of Service	2015	GPS	Miramar	521
E-450/2006	Ford	1FDXE45P26HB23978	Lift	18+2	10700	96,340	Active	2016	GPS	Miramar	533
E-450/2010	Ford	1FDFE45P09DA47202	Lift	18+2	18300	91,724	Active	2018	GPS	Miramar	542
E-450/2011	Ford	1FDFE4FL0BDA16937	Lift	12+2	11300	45,297	Active	2019	GPS	Miramar	544
4500/2014	Chevy	1GB6G5BL6E1139873	Lift	18+2	27100	27,147	Active	2022	GPS	Miramar	556
4500/2014	Chevy	1GB6G5BL6E1140358	Lift	18+2	22900	22,949	Active	2022	GPS	Miramar	557
Glaval 16605/2014	Freightliner/M2	4UZADRDU8ECGA8519	Lift	38+2	14800	14,769	Active	2022	GPS	Miramar	558
Glaval 16605/2014	Freightliner/M2	4UZADRDU4ECGA8520	Lift	38+2	14800	14,827	Active	2022	GPS	Miramar	559
G-4500/2015	Chevy	1FB6G5G2E1195229	Lift	18+2	11000	11,035	Active	2023	GPS	Miramar	560
Chevy/2012	Chevy	1GB6G5BGX1111994 / #96488	Lift	17+1	14500	43,617	Active	2020	GPS	FDOT 5310	563
Chevy/2008	Chevy	1GBE4V1G47F424781 / #91498	Lift	19+1	11000	77,295	Active	2017	GPS	FDOT 5310	561
E450/2015	Ford	1FDFE4FS5FDA27798 / #98462	Lift	15+1	8000	8,025	Active	2023	GPS	FDOT 5310	562
F550/2013	Ford	1FDGFGY7DEA17601 / #97402	Lift	24+1	16000	32,052	Active	2021	GPS	FDOT 5310	564
E450/2015	Ford	1FDAF5GTXFEC83322	Lift	26+2	6800	6,765	Active	2023	GPS	Miramar	565
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-001
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-002
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-003
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-004
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-005
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-006
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-007
	APX 4000 7/800 MHZ Model 2 Portable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2-way Radio	FDOT 5310	63-008

FORM C-5: CAPITAL REQUEST FORM
VEHICLE REQUEST

Name of Agency: City of Miramar

R or E (a)	Quantity	Description (b) www.tripsflorida.org	Estimated Cost
R	1	29' gasoline bus with lift; 20 amb. seats with 2 w/c positions	$111,199.00
Sub-total			$111,199.00

(a) Replacement (R) or Expansion (E).

(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. For example, 22' gasoline bus with lift, 12 ambulatory seats, and 2 wheelchair positions. Do not show the Make. **Any bus options that are part of purchasing the bus itself should be part of the vehicle request and NOT separated out under equipment.**

EQUIPMENT REQUEST (c)

If item requested is after-market, it is recommended to gather and retain at least two estimates for the equipment requested. Purchases must be approved at the local level and follow Procurement Guidelines.

	Number requested	Description	Estimated Cost
Sub-total			$

(c) Show mobile radios and identify the type of radio (i.e. two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $111,199.00 + EQUIPMENT SUBTOTAL$0.00 = $111,199.00 (x).

(x) X 80% = $88,959.20 [This equals the Federal request. Show this amount on Form 424

FORM C-6: CAPITAL REQUEST METHODOLOGY FORM

Complete one request form if all vehicles being requested are the same type and configuration. Complete another form to request a vehicle of a different type and configuration. Limit of up to **FIVE (5)** vehicle requests per applicant.

Information to fill this form out may be found at on the TRIPS website http://tripsflorida.org/ and or at the DMS website http://dms.myflorida.com/business_operations/state_purchasing for small vehicles; cars or station wagons.

City of Miramar

Marva Ricketts, Director of Social Services - (954) 889-2741, maricketts@miramarfl.gov

---

(Name, Title, Telephone Number, and Email)

Getaway Bus, LLC, Representing Glaval Bus, Inc.; (941) 747-5486; llgould@getawaybus.com

---

(Vendor, Dealer's Name, Telephone Number)

Contract #: TRIPS-11-CA-GB

Brief Vehicle Description: **29' gasoline bus with 20 ambulatory seats and 2 wheelchair positions**

(Example: 3 – 22' gas cutaways with lift, 12 ambulatory seats and 2 wheelchair positions)

Price Estimation Table: Select only options available in the contract you are interested in. If there are no choices selected on any given row, we understand that you do not need that option.

Computer users – the rows in yellow have formulas to calculate totals. To make the formulas work, first fill out the columns of unit cost $ and quantity # and then **right click in the yellow cell and click Update Field.**

EXHIBIT C

Public Notice and Proof of Publication

Miami Herald Media Company
3511 NW 91 Avenue
Miami, FL 33172

Miami Herald | el Nuevo Herald | Florida Keys Keynoter | The Reporter

Customer
CITY OF MIRAMAR

Payor Customer
CITY OF MIRAMAR

Customer Account
176021

Payor Account
176021

Customer Address
2300 CIVIC CENTER PL
HOLLYWOOD FL 33025-6577 USA

Payor Address
2300 CIVIC CENTER PL
HOLLYWOOD FL 33025-6577 USA

Customer Phone
954-602-3014

Payor Phone
954-602-3014

Sales Rep.
jahernandez@miamiherald.com

Order Taker
jahernandez@miamiherald.com

PO Number	Payment Method	Blind Box

Tear Sheets	Proofs	Affidavits
1	0	0

Net Amount	Tax Amount	Total Amount
$514.35	$0.00	$514.35

Payment Amt	Amount Due
$0.00	$514.35

Ad Number	Ad Size	Color
0002155170-01	1.0 X 65 Li	<NONE>

Product Information	# Inserts	Cost
Placement/Classification		
Position		
Run Dates		
Run Schedule Invoice Text		
MIA-Miami Herald:Print:MIA-Full Run	1	$514.35
0300 - Legals Classified		
0301-Legals & Public Notices		
12/15/2015		
PUBLIC NOTICE CITY OF MIRAMAR, FLORIDA SECTION 5310 GF		

PUBLIC NOTICE

CITY OF MIRAMAR, FLORIDA
SECTION 5310 GRANT
FUNDING APPLICATION

The City of Miramar is applying for funding from the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of a bus to be used for the provision of senior transportation services within the City.

A Public Hearing has been scheduled for January 27, 2016 at 7:00 p.m. in the Commission Chambers at Miramar City Hall, 2300 Civic Center Place, Florida, for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the City.

This hearing will be conducted if and only if a written request for the hearing is received by Monday, January 25, 2016.

Requests for a hearing must be addressed to Marva Ricketts, Director of Social Services, City of Miramar, 2300 Civic Center Place, Miramar, FL 33025 and a copy sent to Larry Merritt, Manager, FDOT District 4, 3400 W. Commercial Blvd., Fort Lauderdale, FL 33309.

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status.

Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

Denise A. Gibbs, CMC
City Clerk

EXHIBIT D:

LEASING

MEMORANDUM for FTA 5310

Date: December 23, 2015

From: _____
(Signature)

Kathleen Woods-Richardson, City Manager
(Typed name and title)

City of Miramar
(Typed or printed agency name)

To: Florida Department of Transportation, District Office Modal Development Office / Public Transit

Subject: Year 2016 Grant Application to the Federal Transit Administration, Operating or Capital Assistance for Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 United States Code Section 5310

Leasing:

Will the City of Miramar, as applicant to the Federal Transit Administration Section 5310 Program, lease the proposed vehicle(s) or equipment out to a third-party?

_X_ No

___ Yes

If yes, specify to whom:

_____

_____

NOTE: It is the responsibility of the applicant agency to ensure District approval of all lease agreements.

EXHIBIT E

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: City of Miramar

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
01.	Required Certifications and Assurances for Each Applicant.	X
02.	Lobbying.	
03.	Procurement and Procurement Systems.	
04.	Private Sector Protections.	
05.	Rolling Stock Reviews and Bus Testing.	
06.	Demand Responsive Service.	
07.	Intelligent Transportation Systems.	
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	
10.	Alcohol and Controlled Substances Testing.	X
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	
12.	State of Good Repair Program.	
13.	Fixed Guideway Modernization Grant Program.	
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	X
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	
19.	Low or No Emission/Clean Fuels Grant Programs.	
20.	Paul S. Sarbanes Transit in Parks Program.	
21.	State Safety Oversight Grant Program.	
22.	Public Transportation Emergency Relief Program.	
23.	Expedited Project Delivery Pilot Program.	
24.	Infrastructure Finance Programs.	

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Miramar

Name and Relationship of the Authorized Representative: Kathleen Woods-Richardson, City Mgr.

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Kathleen Woods-Richardson, City Manager
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Miramar

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature_____ Date: _____

Name_____
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

EXHIBIT G

Applicant Certification and Assurance to FDOT

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____City of Miramar_____ certifies and assures to the Florida Department of Transportation in regard to its Application under U.S.C. Section 5310 dated _____:

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Florida Statues:
    a. Section 341.051- Administration and financing of public transit and intercity bus service programs and projects
    b. Section 341.061 (2) - Transit Safety Standards; Inspections and System Safety Reviews
3) It shall comply with Florida Administrative Code (Does not apply to Section 5310 only recipients):
    a. Rule Chapter 14-73 - Public Transportation
    b. Rule Chapter 14-90 - Equipment and Operational Safety Standards for Bus Transit Systems
    c. Rule Chapter 14-90.0041 - Medical Examination for Bus System Driver
    d. Rule Chapter 41-2 - Definitions
4) It shall comply with FDOT's:
    a. Bus Transit System Safety Program Procedure No. 725-030-009 (Does not apply to Section 5310 only recipients)
    b. Public Transit Substance Abuse Management Program Procedure No. 725-030-035 (Does not apply to Section 5310 only recipients)
    c. Transit Vehicle Inventory Management Procedure No. 725-030-025
    d. Public Transportation Vehicle Leasing Procedure No. 725-030-001
    e. Guidelines for Acquiring Vehicles
    f. Procurement Guidance for Transit Agencies Manual (Does not apply to Section 5310 only recipients)
5) It has the fiscal and managerial capability and legal authority to file the application.
6) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
7) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
8) It will maintain project vehicles/equipment in good working order for the useful life of the

vehicles/equipment.

9) It will return project vehicles/equipment to FDOT if, for any reason, they are no longer needed or used for the purpose intended.

10) It recognizes FDOT's authority to remove vehicles/equipment from its premises, at no cost to FDOT, if FDOT determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.

11) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of FDOT.

12) It will notify FDOT **within 24 hours** of any accident or casualty involving project vehicles/equipment, and submit related reports as required by FDOT.

13) It will notify FDOT and request assistance if a vehicle would become unserviceable.

14) It will submit an annual financial audit report to FDOT (FDOTSingleAudit@dot.state.fl.us), if required.

Date: _____

Kathleen Woods-Richardson, City Manager_____
Typed Name and Title

_____
Signature of authorized representative

EXHIBIT I

Coordinated Public Transit-Human Services Transportation Plan

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The City of Miramar certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5310 dated _____:

1) This grant request is derived from a coordinated plan compliant with Federal Transit Administration Circular FTA C 9070.1F.

2) The name of this coordinated plan is provided below.

   Broward County Transportation Disadvantaged Service Plan

3) The agency that adopted this coordinated plan is provided below.

   Broward Local Coordinating Board

4) The date the coordinated plan was adopted is provided below.

   September 2015

5) The page number of the coordinated plan that this application supports.

   Goal #1, Page 10

Date: _____ Signature: _____

Kathleen Woods-Richardson, City Manager
Typed name and title

EXHIBIT J: STANDARD LOBBYING CERTIFICATION FORM FEDERAL FISCAL YEAR 2016

NOTE: All grant awards issued to a recipient in the amount of $100,000 or more must include a signed standard lobbying form.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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," (a copy the form can be obtained from http://www.dot.state.fl.us/transit/Pages/grantsadministration.shtm) in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification 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.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, City of Miramar, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Kathleen Woods- Richardson, City Manager
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT L

Coordination

The City of Miramar is not a Community Transportation Coordinator (CTC) but has an agreement with Broward County, which is the entity designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County. The agreement specifies the City's obligation to provide services that are complimentary to the services provided by Broward County in a manner that avoids duplication and fragmentation.

EXHIBIT L

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MIRAMAR

for

COMMUNITY BUS SERVICE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MIRAMAR

for

COMMUNITY BUS SERVICE

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF MIRAMAR, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

1.2 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.

1.3 **Board** - The Board of County Commissioners of Broward County, Florida.

1.4 **BCT** - The Broward County Transit Division.

1.5 **Community Bus Service** - The public transportation service, including Emergency Transportation Service, provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY.

1.6 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.

1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.

1.9 **Emergency Transportation Service** – The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.10 **Revenue Service Hour** – The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.

1.11 **Vehicle(s)** - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "D."

ARTICLE 2

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CITY

2.1 ROUTES. Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.

2.2 USE OF CONTRACTOR. Community Bus Service may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the CITY in this Agreement.

2.3 ADA. CITY shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. CITY acknowledges and agrees that it shall not deviate or make changes to the Routes established in Exhibit "A," including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Article 6, and COUNTY shall not compensate CITY for any deviations or changes from the Routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator.

2.5 FARES. If CITY determines a fare to be appropriate, CITY may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, CITY's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare CITY shall:

(1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and

(2) CITY shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and

(3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

2.6 PUBLIC HEARING REQUIREMENTS. CITY, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

(1) Prior to the implementation or change in fares.
(2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
(3) Prior to establishing a new Community Bus Route.
(4) Prior to discontinuing any Community Bus Route in its entirety.

(5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

(1) A description of the contemplated service or fare change, as appropriate.
(2) The date, time, and accessible location of the hearing.
(3) The location and addressee to whom written comments may be sent.
(4) Criteria for requesting available accommodations and alternative formats.

2.6.1 In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. CITY shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.2 CITY shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(d)(1)(I) within seven (7) calendar days of the public hearing.

2.7 BUS STOPS. It shall be CITY's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this

Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," CITY, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other CITY that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another CITY as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.10 EMERGENCY RESPONSE PLAN: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. CITY shall allow any on-board surveys and/or inspections as may be requested by COUNTY.

2.12 PUBLIC TRANSIT PROVIDER. CITY, as a contracted public transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code, as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

2.13.1 CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). CITY shall utilize every practicable safeguard so as to minimize the discharge of pollutants. CITY shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.

2.13.2 CITY shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.

2.13.3 CITY shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

2.13.4 CITY shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; CITY shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.

2.13.5 CITY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. CITY shall ensure that all vehicle operators meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide the training at no cost to the CITY; however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate

in the training. Employees who complete the training will receive a Certification of Completion.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The CITY must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the CITY needs to have additional employees trained through the County's Operators Training program. The CITY is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 CITY shall at its sole cost and expense:

a. Provide base of operation for Vehicle(s), operators and Community Bus Service.

b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.

c. Comply with performance and safety standards required by Florida law and Chapter 14-90.

d. Hire, train, and supervise vehicle operators. The vehicle operators' mandatory training shall consist of on-site training as scheduled by Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.

e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every obligation and responsibility necessary to perform the Community Bus Services.

f. Carry out operational supervision.

g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at CITY's sole expense.

h. Provide a means of communication between supervisors and operators.

i. Be available for and comply with COUNTY's monitoring and auditing programs.

j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that CITY utilizes a third party to provide Community Bus Service, a representative from the CITY and a representative from the third party contractor shall attend the meetings.

k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.

l. Respond to Contract Administrator's requests for information in a timely manner.

m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."

n. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.

o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, CITY shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.

2.14 SUSPENSION OF OPERATIONS: CITY may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, CITY shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

2.15 VEHICLE OPERATORS. CITY shall obtain driving and criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY shall require its vehicle operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking). CITY shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

2.15.1 CITY shall not employ or retain any vehicle operators or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

a. No more than one (1) moving violation in the last three (3) years*.

b. An at-fault accident in the last three (3) years*.

c. A Failure to Appear or a Failure to Pay in the last three (3) years*.

d. A Reckless Driving in the last seven (7) years*.

e. A Driving Under the Influence (DUI) with the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.

f. A suspension within the last three (3) years*. One suspension for PIP permitted.

g. A Manslaughter resulting from the operation of a motor vehicle.

h. A Hit and Run or Hit and Run with Property Damage.

i. A Reckless Driving causing injury.

j. A DUI causing injury.

k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.2 CITY shall provide current copies of the following records of all employees that operate the Vehicle(s) to the BCT Safety Manager, with a copy to Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

2.15.3 CITY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, CITY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CITY shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.

2.15.4 It shall be CITY's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:

a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CITY shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.

b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.

c. Provide full utilization of Vehicle(s) to disabled passengers.

d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.

e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.

f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.

g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. CITY while providing the Community Bus Services shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. CITY agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, CITY agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

CITY agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with

a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

CITY agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. CITY shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. CITY shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."

2.19 ANNOUNCEMENTS. In the event that the Vehicle(s) is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

a. transfer points with other fixed-routes; and
b. other major intersections and destination points; and
c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 CITY shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 CITY shall comply with the provisions of 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). CITY shall at all times, while providing the Community Bus Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. CITY shall comply with the following:

a. CITY, as a contracted public transit provider, shall comply with the all applicable requirements of Chapter 14-90.

b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service

c. Permit inspections, safety and security review by COUNTY and the state of Florida.

d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.

e. All accidents shall be reported immediately to the police.

f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.

h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.

i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.

k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

l. Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

m. The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.

n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

2.23 DRIVER TRAINING. COUNTY shall provide Florida Commercial Driver Licensed operators hired by CITY or its sub-contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.

2.24 SCHEDULING AND ROUTING ASSISTANCE. All requests by CITY for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by CITY and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the CITY upon CITY's request.

2.25 TIMETABLES. COUNTY shall print and provide CITY with bus route timetables to inform CITY residents and passengers of the Community Bus Service.

ARTICLE 3

VEHICLES

3.1 LEASE. COUNTY shall lease to CITY the wheelchair accessible, passenger Vehicle(s), as described on Exhibit "D" to be used in Community Bus Service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to CITY for Ten Dollars ($10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by CITY, CITY at its own cost shall have

the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by CITY.

3.2 USE. Vehicle(s) shall be provided by the COUNTY to CITY at least forty-eight (48) hours prior to the onset of the commencement of Community Bus Service and shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, CITY shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. CITY shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). CITY shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.

3.3 REPLACEMENT. COUNTY reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of COUNTY. Any replacement of Vehicle(s) may be authorized by the Contract Administrator. In the event that a Vehicle(s) is replaced, Exhibit "D" shall be updated by the Contract Administrator. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.4 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.5 SPARE VEHICLE(S). COUNTY, in its sole discretion, acting through it Contract Administrator may provide spare Vehicle(s) for use by the CITY to perform Community Bus Service. In the event that spare Vehicle(s) are leased to the CITY, Exhibit "D" shall be updated by the Contract Administrator to include the spare Vehicle(s). CITY's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.6 INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the CITY's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify CITY as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by CITY and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At

COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

3.7 PRE-TRIP AND POST-TRIP INSPECTIONS. CITY shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". CITY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. CITY shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.8 INSPECTION AND MAINTENANCE RECORDS. CITY shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. CITY shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the CITY during the term of this Agreement. CITY shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.9 MAINTENANCE AND REPAIR. CITY shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. CITY shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

3.9.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, CITY shall notify Contract Administrator in writing, and include the reason for the delay. CITY must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Bus Service for more than ten (10) business days.

3.9.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). CITY shall maintain the Vehicles in compliance with BCT's and manufacturer's standards for preventive maintenance. CITY shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.

3.9.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by CITY at CITY's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed Two Thousand Dollars ($2,000.00).

3.9.4 CITY shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.

3.9.5 CITY shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.

3.10 SIGNAGE AND ADVERTISING. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

Above or beside the passenger entrance door(s)

On the exterior rear of the vehicle

On the exterior front of the vehicle

On the interior of the vehicle above the front windshield

3.10.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.

3.10.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA-compliant Route identification sign shall be displayed on the curb side of Vehicle(s) at all times.

3.10.3 CITY shall maintain all interior signs placed by COUNTY.

3.10.4 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

3.10.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

3.11 DAILY CLEANING. CITY shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:

Exterior Wash

Interior windows cleaned

Mopping of non-carpeted floors with clean water and appropriate cleaning solution

Wiping down of non-upholstered seats with clean water and appropriate cleaning solution

Vacuuming of upholstered seats

Pest control

Wiping down of all hand rails with clean water and appropriate cleaning solution

Refuse, newspapers and other recyclable material remaining on board shall become the property of the CITY. However, items found that are the belongings of customers shall be maintained and made available consistent with CITY's Lost and Found Policy which policy shall comply with Florida law. CITY's Lost and Found Policy must be approved by the Contract Administrator.

3.12 TITLE. Title to the Vehicle(s) shall remain in COUNTY at all times, and the CITY shall have no right, title or interest in the Buses except the possessory rights expressly set forth in this Agreement. Any act of CITY purporting to create any claim, lien, or encumbrance shall be void. CITY agrees at all times to keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at their expense, protect and defend COUNTY's title to the buses and COUNTY's right of possession against all others. CITY shall redeliver the Vehicle(s) to COUNTY free of any liens, claims or encumbrances resulting from

CITY's use of the Vehicle(s). CITY shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicle(s) that CITY has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of whatsoever kind.

3.13 ANNUAL REGISTRATION. The annual registration of the Vehicle(s) will be processed by the COUNTY and the costs of such registrations will be paid by the COUNTY.

3.14 INSTALLATION OF EQUIPMENT. COUNTY may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at CITY facilities. CITY agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).

3.14.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation and training shall be at COUNTY's expense. COUNTY shall be responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

3.14.2 Delivery and Installation of AVL/MDC Equipment: COUNTY shall provide CITY with no less than ten (10) calendar days prior notice of the date the AVL/MDC Equipment shall be installed in Vehicle(s) and CITY shall make the Vehicle(s) available on the date established by COUNTY. COUNTY will install, or cause to be installed, the AVL/MDC Equipment at a site to be determined by COUNTY. At the time of installation of the AVL/MDC Equipment into Vehicle(s), COUNTY shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment installed in each vehicle and at any CITY facility. CITY shall sign the document acknowledging receipt of the AVL/MDC equipment. CITY agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.14.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide CITY with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by CITY to the designated representative of COUNTY during service hours. Upon

receiving such inquiries or trouble reports, COUNTY shall either offer advice or propose possible solutions based on its preliminary appraisal of CITY's description of the problem, or arrange for assistance from a maintenance service representative.

COUNTY shall pay for routine maintenance; provided, however, that CITY shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

a. Use of the AVL/MDC Equipment or any component thereof in other than the manner for which it was installed.

b. Damage to the AVL/MDC Equipment by CITY, its employees, agents, or third parties.

c. Modification of the installed AVL/MDC Equipment by CITY which was not authorized by COUNTY.

d. Maintenance performed by CITY without the authorization of COUNTY.

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. CITY shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing CITY to perform maintenance or repair service.

3.14.4 Risk of Loss: CITY shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.

3.14.5 Restrictions: The following restrictions shall apply to CITY's use of the AVL/MDC Equipment:

a. CITY shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of CITY purporting to create such a claim, lien, or encumbrance shall be void.

b. CITY shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.

c. CITY shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.

d. CITY shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.

e. CITY shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.

3.14.6 Reservation of Title: This Agreement does not provide CITY with title or ownership of the AVL/MDC Equipment, but only a right of limited use for the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.

3.14.7 Training: COUNTY shall provide CITY's employees with initial training in the operation of AVL/MDC Equipment at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training. COUNTY may provide additional training to CITY's personnel at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

3.14.8 CITY shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.

3.15 DAMAGE. CITY shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of CITY, and any and all damage shall be repaired at the sole cost and expense of CITY. CITY shall provide the Public Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4
COMPLAINTS

4.1 COUNTY shall provide CITY with signs that include COUNTY's Customer

Service Center contact information. CITY shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CITY shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding CITY's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the CITY upon receipt.

4.1.1 Upon the receipt of any complaint, from whatever source, CITY shall conduct the necessary investigation and respond in writing to each complainant. CITY shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.

4.2 COUNTY shall provide CITY with COUNTY's formally adopted Title VI Notice and Complaint procedures. The CITY shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. CITY shall display the Title VI Notice conspicuously on each Vehicle. In the event that CITY shall receive any Title VI complaints, the CITY shall forward the complaint to the Broward County Transit Division Compliance Manager.

4.3 CITY shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.

4.4 At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

ARTICLE 5
TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5.3 In the event services are scheduled to end due to the expiration of this Agreement, the CITY agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. CITY shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CITY of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 6

FINANCIAL ASSISTANCE

6.1 COUNTY agrees to pay CITY Fifteen Dollars ($15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by CITY ("Financial Assistance"). CITY shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay CITY, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.

6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.

6.1.2 Following the termination of this Agreement for any reason, CITY shall return to COUNTY any Financial Assistance paid in advance to CITY for any Revenue Service Hour that were not actually performed by CITY. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by CITY prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid.

CITY shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to CITY at:

Finance Director
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.2 In the event that CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8

INSURANCE

8.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

8.2 In the event that CITY contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:

8.2.1 INSURANCE: CITY's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage

designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.

8.2.1 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

8.2.2 The foregoing requirements represent minimum coverages that shall be contained in CITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to CITY's standard requirements for the Project.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY 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.

9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may

also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

9.4 In the event this Agreement is terminated for convenience, CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CITY, for COUNTY's right to terminate this Agreement for convenience.

9.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.

9.6 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle(s) leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the Vehicle(s) to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the Vehicle(s) to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle(s) for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle(s) for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle(s) prior to COUNTY's acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the Vehicle(s), to conduct additional inspections of the Vehicle(s) and notify CITY of any additional damage or defects to the Vehicle(s). In the event the COUNTY should determine that the Vehicle(s) is not in the same condition as it was when delivered to CITY, normal wear and tear excepted, COUNTY will notify CITY in writing and include relevant inspection reports, studies and any other documentation that support such findings. CITY shall be

responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to CITY's use of the Vehicle(s). In the event that CITY fails to make any repairs or remedy any deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and CITY shall be responsible for all of COUNTY's costs. CITY shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

EEO COMPLIANCE

10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CITY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 11

TITLE VI

By execution of this Agreement, CITY, as a subrecipient of FTA financial assistance, adopts Exhibit "H" as their Title VI Program. CITY shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. CITY shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. CITY shall permit COUNTY to monitor CITY for Title VI compliance in accordance with the Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

ARTICLE 12

MISCELLANEOUS

12.1 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 COUNTY, and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its 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, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this

Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers,

employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.7 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR CITY:

Public Works Director
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

12.8 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, CITY shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision

of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY 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.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, 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 COUNTY 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 CITY 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 CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and

obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY'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.

12.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section,

unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

12.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

12.18 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. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY 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.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" are incorporated into and made a part of this Agreement.

12.21 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.

12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12th day of August, 2014, and CITY OF MIRAMAR, signing by and through its CITY MANAGER, duly authorized to execute same.

COUNTY

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

BROWARD COUNTY, by and through its County Administrator

By _____
County Administrator

3rd day of October, 2014

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 10/2/14
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By Jacqueline A Binns (dc)
Signature 10/2/14 (Date)

Risk Management Division

Print Name and Title above
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

SVT:dmv
community bus 2014 (repaired) - city of miramar
07/30/14
07/17/14
14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR COMMUNITY BUS SERVICE.

ATTEST

Denise A. Gibbs, City Clerk

THE CITY OF MIRAMAR

By: Kathleen Woods-Richardson
City Manager

Date: 10/1/14

9/30/14

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

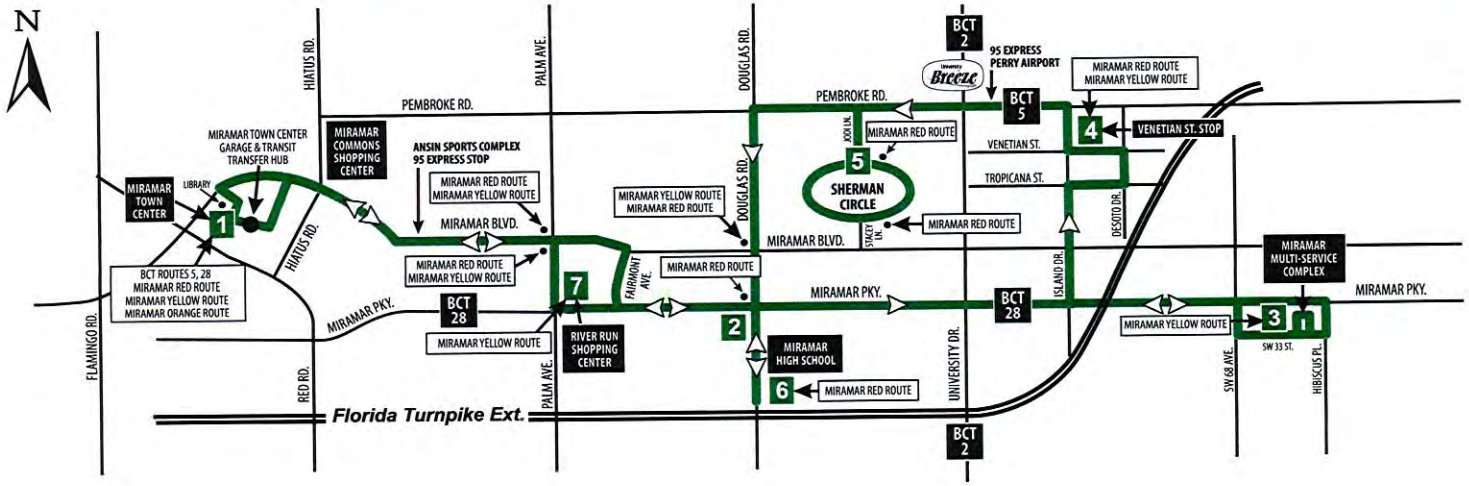
List of Exhibits to Agreement

- Exhibit A: City of Miramar Bus Routes
- Exhibit B: Drug Free Workplace Certification
- Exhibit C: Community Bus Reports
- Exhibit D: Vehicles Operating in Miramar
- Exhibit E: Operators' Bus Pre-inspection Report
- Exhibit F: Annual Operating Funding for Fiscal Year 2014
- Exhibit G: Certificates of Liability Insurance
- Exhibit H: City of Miramar Title VI Program

EXHIBIT "A"

Routes – Schedules & Maps

Exhibit "A"



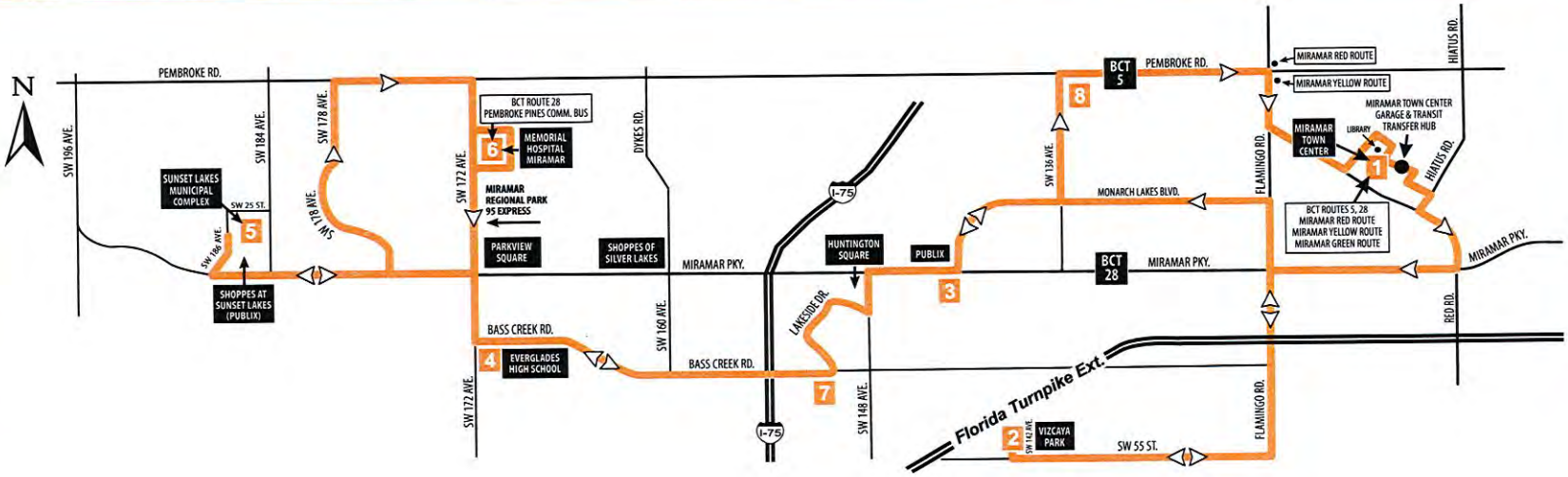
MIRAMAR

BEAUTY AND PROGRESS

EST 1955

MIRAMAR TOWN CENTER	MIRAMAR PKWY & DOUGLAS RD	MIRAMAR MULTI-SERVICE COMPLEX	VENETIAN ST STOP BETWEEN ISLAND DR & DESOTO DR	SHERMAN CIR & JODI LA	MIRAMAR HIGH DOUGLAS RD & FOXCROFT RD	MIRAMAR PKY RIVER RUN SHOPPING CTR	MIRAMAR TOWN CENTER
1	2	3	4	5	6	7	1
6:15a	6:34a	6:52a	6:59a	7:12a	7:18a	7:24a	7:31a
7:46a	8:05a	8:23a	8:30a	8:43a	8:49a	8:55a	9:02a
9:07a	9:26a	9:44a	9:51a	10:04a	10:10a	10:16a	10:23a
10:27a	10:46a	11:04a	11:11a	11:24a	11:30a	11:36a	11:43a
11:47a	**12:06p**	**12:24p**	**12:31p**	**12:44p**	**12:50p**	**12:56p**	**1:03p**
1:07p	**1:26p**	**1:44p**	**1:51p**	**2:04p**	**2:10p**	**2:16p**	**2:23p**
2:27p	**2:46p**	**3:04p**	**3:11p**	**3:24p**	**3:30p**	**3:36p**	**3:43p**
3:43p	**4:02p**	**4:20p**	**4:27p**	**4:40p**	**4:46p**	**4:52p**	**4:59p**
4:59p	**5:18p**	**5:36p**	**5:43p**	**5:56p**	**6:02p**	**6:08p**	**6:15p**

Exhibit "A"

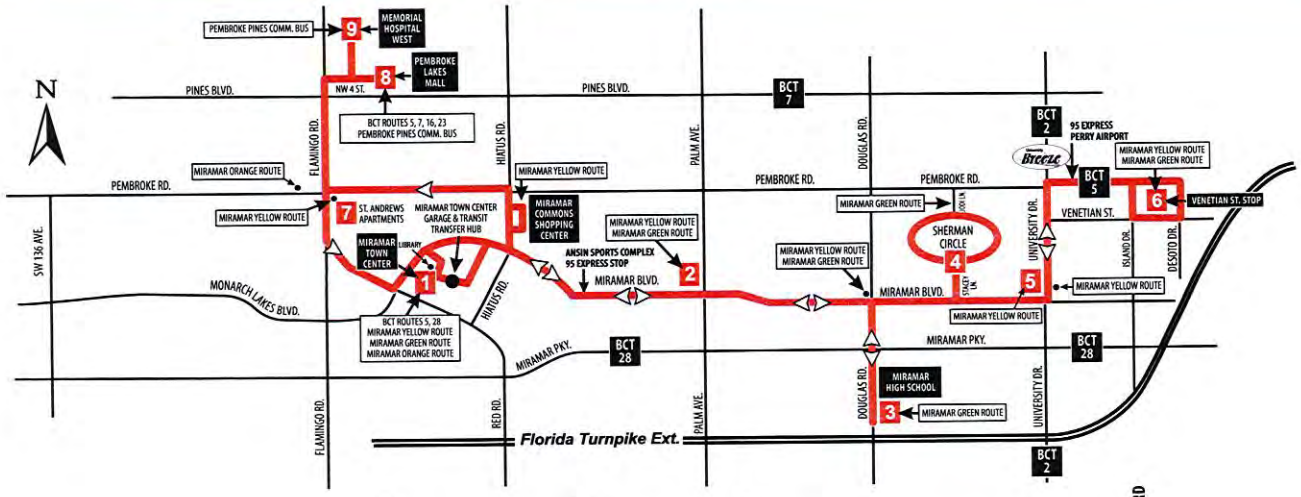


MIRAMAR

BEAUTY AND PROGRESS
EST 1955

MIRAMAR TOWN CENTER	VIZCAYA PARK SW 55 ST	MONARCH LAKES BLVD & MIRAMAR PKWY	BASS CREEK RD EVERGLADES HIGH SCH	SUNSET LAKES MUNICIPAL COMPLEX	MEMORIAL HOSPITAL MIRAMAR	BASS CREEK RD EVERGLADES HIGH SCH	BASS CREEK RD & LAKESIDE DR	MONARCH LAKES BLVD & MIRAMAR PKWY	PEMBROKE RD & SW 136 AVE	MIRAMAR TOWN CENTER
1	2	3	4	5	6	4	7	3	8	1
6:30a	6:43a	6:57a	7:07a	7:14a	7:24a	7:30a	7:34a	7:41a	7:48a	7:56a
8:00a	8:13a	8:27a	8:37a	8:44a	8:54a	9:00a	9:04a	9:11a	9:18a	9:26a
9:30a	9:43a	9:57a	10:07a	10:13a	10:23a	10:28a	10:31a	10:37a	10:44a	10:51a
11:00a	11:13a	11:27a	11:37a	11:43a	11:53a	11:58a	12:01p	12:07p	12:14p	12:21p
12:30p	12:43p	12:57p	1:07p	1:13p	1:23p	1:28p	1:31p	1:37p	1:44p	1:51p
2:00p	2:13p	2:27p	2:37p	2:43p	2:53p	2:58p	3:01p	3:08p	3:15p	3:21p
3:30p	3:43p	3:57p	4:07p	4:14p	4:24p	4:30p	4:34p	4:41p	4:48p	4:56p
5:00p	5:13p	5:27p	5:37p	5:44p	5:54p	6:00p	6:04p	6:11p	6:18p	6:26p

Exhibit "A"



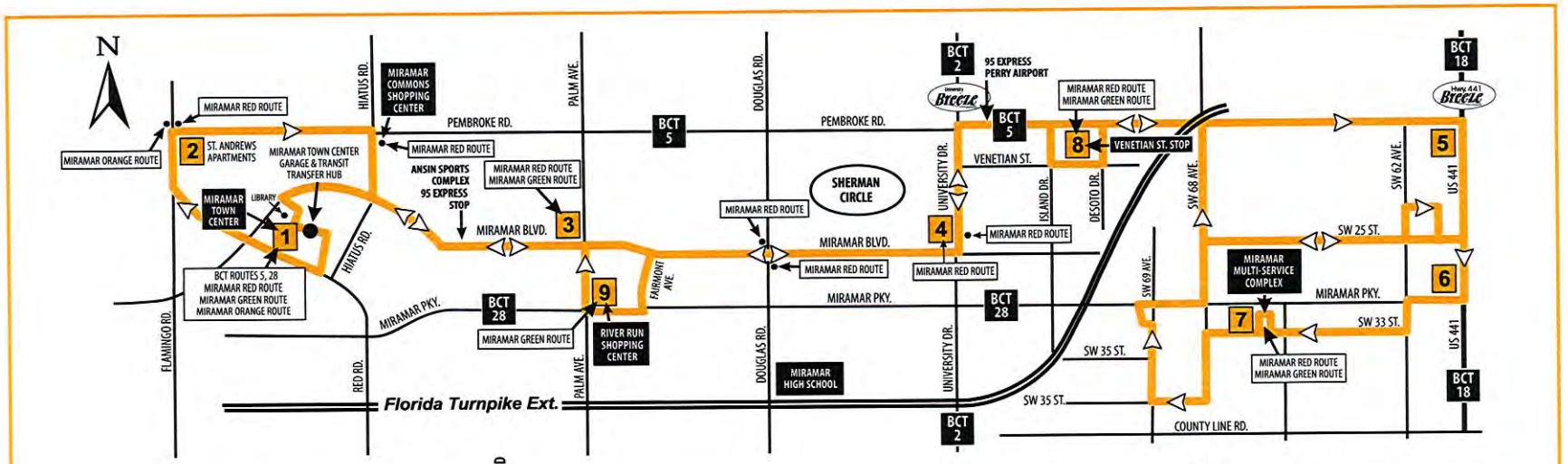
MIRAMAR

BEAUTY AND PROGRESS

EST 1955

MIRAMAR TOWN CENTER	MIRAMAR BLVD & PALM AVE	MIRAMAR HIGH DOUGLAS RD & FOXCROFT RD	SHERMAN CIR & STACEY LA	MIRAMAR HIGH DOUGLAS RD & FOXCROFT RD	MIRAMAR BLVD & UNIVERSITY DR	VENETIAN ST STOP BETWEEN ISLAND DR & DESOTO DR	MIRAMAR BLVD & UNIVERSITY DR	MIRAMAR BLVD & PALM AVE	MIRAMAR TOWN CENTER	PEMBROKE RD & FLAMINGO RD (ST ANDREWS)	PEMBROKE LAKES MALL	MEMORIAL WEST HOSPITAL	MIRAMAR TOWN CENTER
1	2	3	4	3	5	6	5	2	1	7	8	9	1
6:30a	6:35a		6:44a	6:50a	6:56a	7:02a	7:07a	7:15a	7:20a	7:29a	7:37a	7:39a	7:45a
7:50a	7:55a	8:05a	8:10a		8:15a	8:21a	8:26a	8:34a	8:39a	8:48a	8:56a	8:59a	9:05a
9:10a	9:15a	9:25a	9:30a		9:35a	9:41a	9:46a	9:54a	9:59a	10:08a	10:16a	10:19a	10:25a
10:30a	10:35a	10:45a	10:50a		10:55a	11:01a	11:06a	11:14a	11:19a	11:28a	11:36a	11:39a	11:45a
11:50a	11:55a	**12:05p**	**12:10p**		**12:15p**	**12:21p**	**12:26p**	**12:34p**	**12:39p**	**12:48p**	**12:56p**	**12:59p**	**1:05p**
1:10p	**1:15p**	**1:25p**	**1:30p**		**1:35p**	**1:41p**	**1:46p**	**1:54p**	**1:59p**	**2:08p**	**2:16p**	**2:19p**	**2:25p**
2:32p	**2:37p**	**2:47p**	**2:52p**		**2:57p**	**3:03p**	**3:08p**	**3:16p**	**3:21p**	**3:30p**	**3:38p**	**3:41p**	**3:47p**
3:53p	**3:58p**	**4:08p**	**4:13p**		**4:18p**	**4:24p**	**4:29p**	**4:37p**	**4:42p**	**4:51p**	**4:59p**	**5:02p**	**5:08p**
5:15p	**5:20p**	**5:30p**	**5:35p**		**5:40p**	**5:46p**	**5:51p**	**5:59p**	**6:04p**	**6:13p**	**6:21p**	**6:24p**	**6:30p**

Exhibit "A"



MIRAMAR

BEAUTY AND PROGRESS
EST 1955

MIRAMAR TOWN CENTER	PEMBROKE RD & FLAMINGO RD (ST ANDREWS)	MIRAMAR BLVD & PALM AVE	MIRAMAR BLVD & UNIVERSITY DR	PEMBROKE RD & US 441	MIRAMAR PKY & US 441	MIRAMAR MULTI-SERVICE COMPLEX	VENETIAN ST STOP BETWEEN ISLAND DR & DESOTO DR	MIRAMAR PKY RIVER RUN SHOPPING CTR	MIRAMAR TOWN CENTER
1	2	3	4	5	6	7	8	9	1
7:00a	7:04a	7:11a	7:17a	7:26a	7:28a	7:32a	7:52a	8:04a	8:10a
8:12a	8:16a	8:23a	8:29a	8:38a	8:40a	8:44a	9:04a	9:16a	9:22a
9:24a	9:28a	9:35a	9:41a	9:50a	9:52a	9:56a	10:16a	10:28a	10:34a
10:36a	10:40a	10:47a	10:53a	11:02a	11:04a	11:08a	11:28a	11:40a	11:46a
11:48a	11:52a	11:59a	**12:05p**	**12:14p**	**12:16p**	**12:20p**	**12:40p**	**12:52p**	**12:58p**
1:00p	**1:04p**	**1:11p**	**1:17p**	**1:26p**	**1:28p**	**1:32p**	**1:52p**	**2:04p**	**2:10p**
2:12p	**2:16p**	**2:23p**	**2:29p**	**2:38p**	**2:40p**	**2:44p**	**3:04p**	**3:16p**	**3:22p**
3:24p	**3:28p**	**3:35p**	**3:41p**	**3:50p**	**3:52p**	**3:56p**	**4:16p**	**4:28p**	**4:34p**
4:36p	**4:40p**	**4:47p**	**4:53p**	**5:02p**	**5:04p**	**5:08p**	**5:28p**	**5:40p**	**5:46p**
5:50p	**5:54p**	**6:01p**	**6:07p**	**6:16p**	**6:18p**	**6:22p**	**6:42p**	**6:54p**	**7:00p**

EXHIBIT "B"

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

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

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs, and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

_____ (Vendor Signature)

Jim Hollis
_____ (Print Vendor Name)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of Sept., 2014

by Jim Hollis
(Name of person who's signature is being notarized)

as ASST RISK MANAGER of CITY OF MIRAMAR
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced

_____
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC

_____ (Signature)

CLAUDIA FORREST
(Print Name)

My commission expires: 02/06/17

(05/2014)

CLAUDIA FORREST
MY COMM. EXPIRES 02-06-2017
BONDED THROUGH WESTERN SURETY COMPANY - S.E. TEAM
EE 872122
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "C"

SCHEDULE OF REPORTS

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over $25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day

*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day

Notes:

CommunityBusReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator.

The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator.

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

EXHIBIT "D"

VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY

EXHIBIT "D"

City of Miramar

Vehicle(s) Operating in Miramar

Leased Vehicles for Fiscal Year 2015

Vehicle #	Year	Make	Seats	Asset	VIN
M1251	2012	ENC Aerotech	16/2	311439	1GB6G5BL4C1159648
M1252	2012	ENC Aerotech	16/2	311438	1GB6G5BLXC1159959
M1266	2013	ENC Aerotech	16/2	312223	1GB6G5BL1C1180022
M1267	2013	ENC Aerotech	16/2	312222	1GB6G5BL9C1179099

(08/2014)

Mini Bus
#1251

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 718646003
B# 1421078

FLORIDA VEHICLE REGISTRATION

PLATE **TC7701** DECAL Expires **NO EXPIRATION**

YR/MK	**2012/ELDO**	BODY	**BU**			Reg. Tax	48.85	Class Code	97
VIN	**1GB6G5BL4C1159648**			TITLE	**109491448**	Init. Reg.		Tax Months	12
Plate Type	**NVR**	NET WT	**10740**	GVW	**14200**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**566000531-01**					Sales Tax		Credit Months	
Date Issued	**8/2/2012**	Plate Issued	**8/2/2012**			Voluntary Fees			
						Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

MOI BUS #125

CNTY#	AGY#	SUB#	RPT#
10	6	RZP	3476

AUDIT #

L# 2239923
T# 718645953
B# 1421078
S# 9655331

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
109491448	1GB6G5BL4C1159648	2012	ELDO	BU		10740	

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
08	02	12	ORT	PRIVATE							

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

SEX	BIRTHDATE MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES #
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
566000531-01	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	06/21/2012	XX		1,671 MILES 06/21/2012 ACTUAL.	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED

☐ **PURCHASER HOLDS VALID EXEMPTION CERTIFICATE**

☐ **VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL**

☒ **OTHER** OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ **SELLING PRICE VERIFIED**

APPLICANT CERTIFICATION

___ I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

___ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

___ I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner | Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06 SCAN CODE MVT

FLORIDA

TC7701

COUNTY

Mini Bus# 1251

Mini Bus
#1252

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 718646624
B# 1421078

FLORIDA VEHICLE REGISTRATION

PLATE **TC7702** DECAL Expires **NO EXPIRATION**

YR/MK	**2012/ELDO**	BODY	**BU**			Reg. Tax	48.85	Class Code	97
VIN	**1GB6G5BLXC1159959**			TITLE	**109491483**	Init. Reg.		Tax Months	12
Plate Type	**NVR**	NET WT	**10720**	GVW	**14200**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**566000531-01**					Sales Tax		Credit Months	
Date Issued	**8/2/2012**	Plate Issued	**8/2/2012**			Voluntary Fees			
						Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

Mini Bus #125

CNTY#	AGY#	SUB#	RPT#
10	6	RZP	3476
AUDIT #			

L# 2239926
T# 718646521
B# 1421078
S# 9655443

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR.	MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
109491483	1GB6G5BLXC1159959	2012		ELDO	BU		10720	

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
08	02	12	ORT	PRIVATE							

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

SEX	BIRTHDATE MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
566000531-01	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	06/26/2012	XX		1,771 MILES 06/26/2012 ACTUAL	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED ☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE ☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL ☒ OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

___ I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

___ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

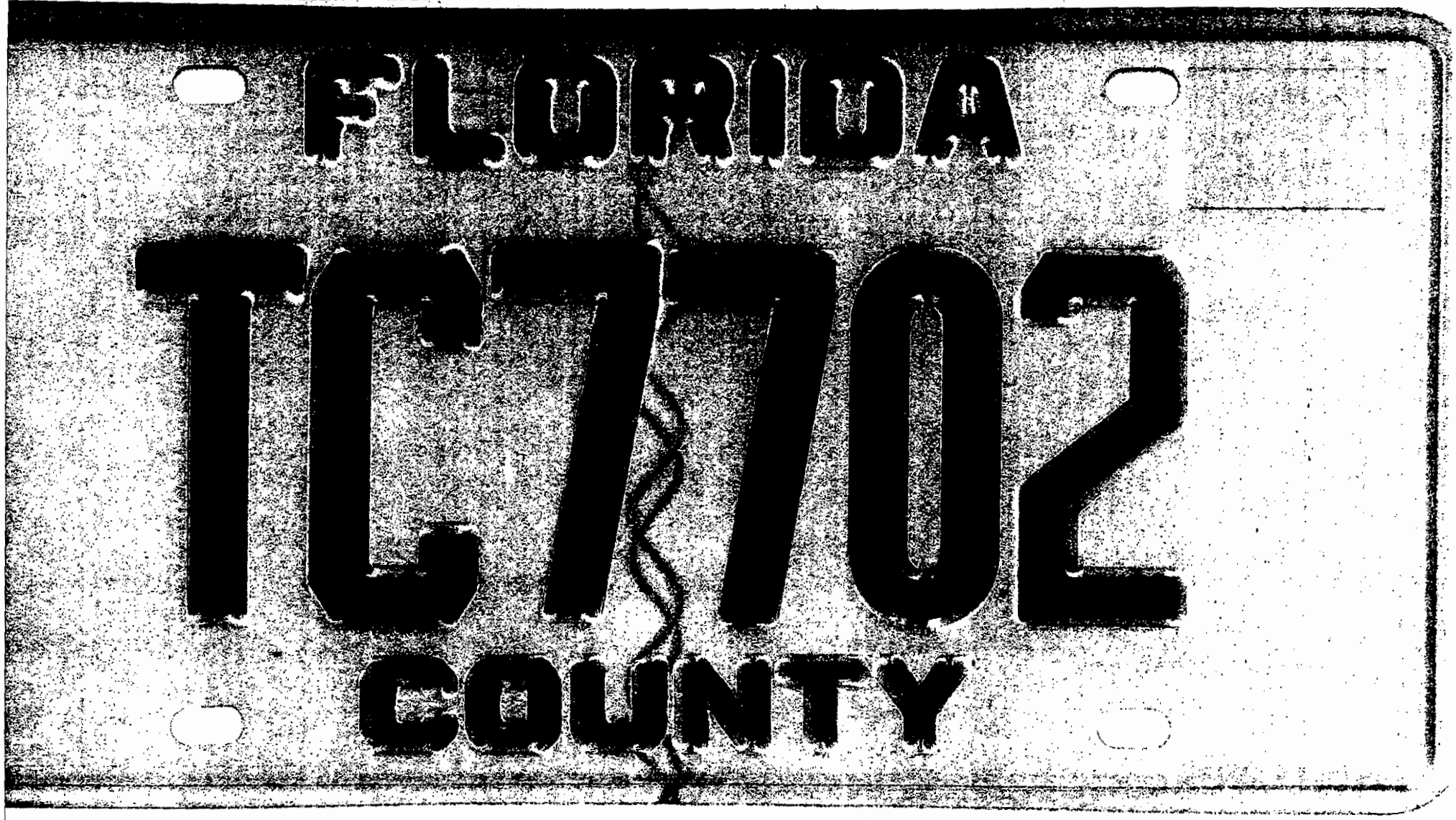
___ I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner | Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/08 SCAN CODE MVT



Mini Bus #1252

BUS # 1266

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period: failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 731066948
B# 1450620

FLORIDA VEHICLE REGISTRATION

PLATE **TD1312** DECAL Expires **NO EXPIRATION**

YR/MK	**2013/ELDO**	BODY	**BU**			Reg. Tax	48.85	Class Code	97
VIN	**1GB6G5BL1C1180022**			TITLE	**110271637**	Init. Reg.		Tax Months	12
Plate Type	**NVR**	NET WT	**10490**	GVW	**14200**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**566000531-01**					Sales Tax		Credit Months	
Date Issued	**11/14/2012**	Plate Issued	**11/14/2012**			Voluntary Fees			
						Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

CNTY#	AGY#	SUB#	RPT#
10	6	CAP	3548

AUDIT #

L# 2288211
T# 731066707
B# 1450620
S# 11928617

BUS# 1266

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
110271637	1GB6G5BL1C1180022	2013	ELDO	BU		10490	

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
11	14	12	ORT	PRIVATE							

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

SEX	BIRTHDATE MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
566000531-01	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	11/14/2012	XX		1,780 MILES 10/24/2012 ACTUAL	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

☒ OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

___ I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

___ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

___ I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

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UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner | Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06 SCAN CODE MVT

Bus#1266

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Bus #1267

Mail To:
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. *Surrendering the plate will prevent your driving privilege from being suspended.*

CO/AGY 10 / 6 T# 731067513
B# 1450620

FLORIDA VEHICLE REGISTRATION

PLATE **TD1313** DECAL Expires **NO EXPIRATION**

YR/MK	**2013/ELDO**	BODY	**BU**			Reg. Tax	48.85	Class Code	97
VIN	**1GB6G5BL9C1179099**			TITLE	**110271688**	Init. Reg.		Tax Months	12
Plate Type	**NVR**	NET WT	**10434**	GVW	**14200**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**566000531-01**					Sales Tax		Credit Months	
Date Issued	**11/14/2012**	Plate Issued	**11/14/2012**			Voluntary Fees			
						Grand Total	*51.85*		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. *Your registration must be updated to your new address within 20 days of moving.*
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

CNTY#	AGY#	SUB#	RPT#
10	6	CAP	3548

AUDIT #

L# 2288216 Bus #1267
T# 731067364
B# 1450620
S# 11928765

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
110271688	1GB6G5BL9C1179099	2013	ELDO	BU		10434	

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
11	14	12	ORT	PRIVATE							

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

SEX	BIRTHDATE MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
566000531-01	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	11/14/2012	XX		1,770 MILES 10/24/2012 ACTUAL	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEIO # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED ☒

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

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UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner | Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06 SCAN CODE MVT

BUS#1267

EXHIBIT "E"

PRE & POST TRIP INSPECTIONS INFORMATION

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
TRANSPORTATION DEPARTMENT

OPERATORS' BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____

BUS NO.: _____ RUN NO.: _____

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRE	DAMAGE WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE	GREEN LITE ON G.E. CAMERA? ☐ YES ☐ NO			

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX. **OK**

OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

702-247 2/09

BROWARD COUNTY
DIVISION OF MASS TRANSIT

OPERATOR'S BUS DEFECT REPORT

NAME _____ DATE _____

BUS# _____ RUN# _____

FIRE EXT.	NONE	AC/HEAT	NO AC	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRES	DAMAGED/WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FAREBOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER.	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT X IN OK BOX.

OTHER ITEMS

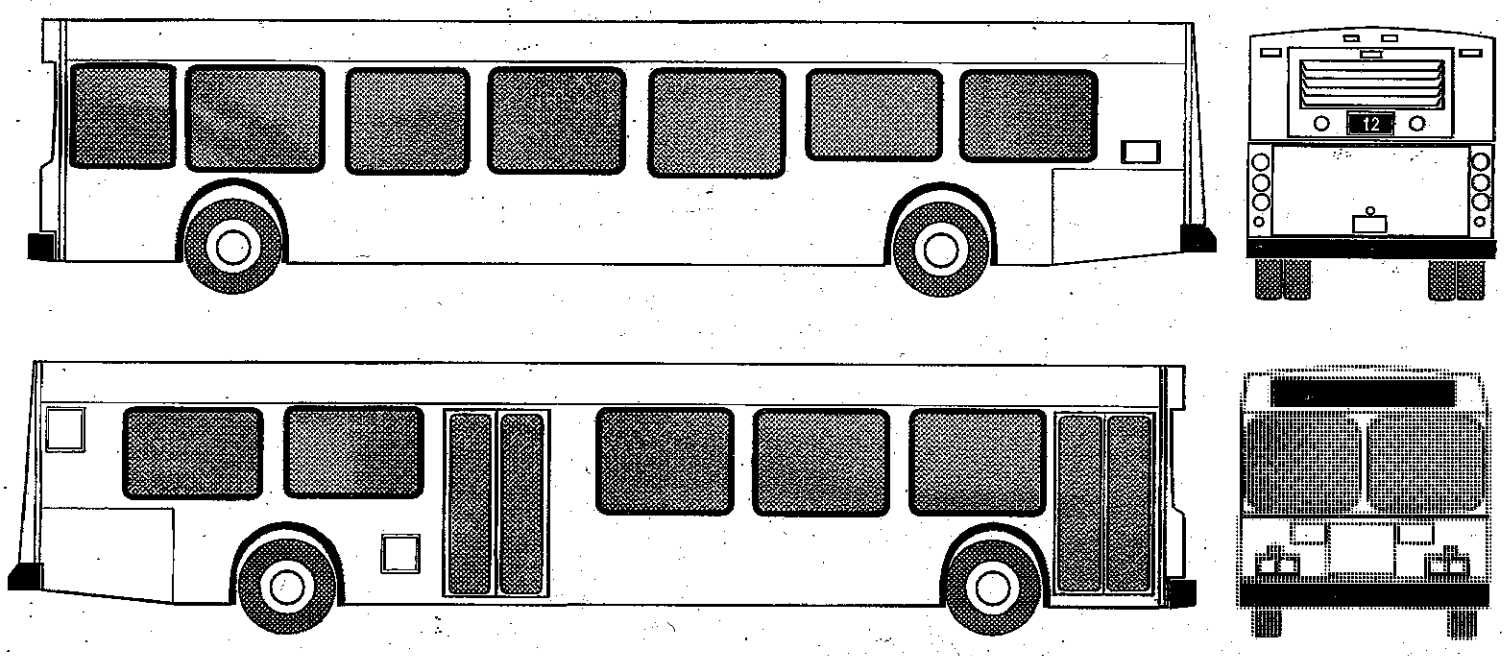
O.K.

	ACCELERATOR PEDAL		DIRTY OUTSIDE		ROOF HATCH
	INSECTS		DIRTY INSIDE		GRAB RAIL
	PASSENGER SIGNAL		GRAFFITI		STEPS—FRONT/REAR
	COMPART. DOORS		HORN		VISOR
	FLOOR MAT		NO TRIANGLES		NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

BCt-118



MARK AREAS OF BODY DAMAGE ON THE BUS ILLUSTRATION

EXHIBIT "F"

REVENUE SERVICE HOURS & INVOICE

EXHIBIT "F"

City of Miramar

Annual Operating Funding - FY 2015

Community Bus Service ($15.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Green E	Weekday	6:30a - 6:25p	60 min	11.92	255	$15.00	$45,594.00
1	Green W	Weekday	7:30a - 7:25p	60 min	11.92	255	$15.00	$45,594.00
1	Red	Weekday	6:30a - 6:29p	60 min	11.98	255	$15.00	$45,823.50
1	Yellow	Weekday	7:00a - 6:56p	60 min	11.93	255	$15.00	$45,632.25
						Total Annual Funding		**$182,643.75**

EXHIBIT "G"

INSURANCE CERTIFICATE

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	**Aggregate**
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [**x**] Premises–Operations [**x**] Explosion, Collapse, Underground Hazards [**x**] Products/Completed Operations Hazard [**x**] Contractual Insurance [**x**] Independent Contractors [**x**] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$1 mil**	**$2 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [**x**] Owned [**x**] Hired [**x**] Non-owned [**x**] Scheduled [**x**] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 1 mil**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorse-ment is required		
[**x**] **WORKERS' COMPENSATION** *If exempt: State Exemption Certificate or letter on company letterhead is required.* [**x**] **EMPLOYERS' LIABILITY**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	**$ 500 k**	
[ ] **PROFESSIONAL LIABILITY (E & O)**	(each accident)		
	Extended coverage period		
[ ] **BUILDER'S RISK (PROPERTY)** **"ALL RISK" WITH WIND AND FLOOD** Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k **DED for WIND or WIND & FLOOD not to exceed 5% of completed value** CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		**Completed Value form**
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	**Completed Value form**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

REFERENCE: Community Bus Service- BCT

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Moji Oderinde- BCT

Risk Management Division

Revised 2013

EXHIBIT "G"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-305-592-6080 Arthur J. Gallagher Risk Management Services, Inc. 8333 NW 53rd Street Suite 600 Miami, FL 33166	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: UNDERWRITERS AT LLOYDS LONDON — 15792
INSURED City of Miramar 2300 Civic Center Place, 1st Floor Miramar, FL 33025	INSURER B: SAFETY NATL CAS CORP — 15105
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 39072275 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PK1007113	04/01/14	04/01/15	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PK1007113	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4048343	04/01/14	04/01/15	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City relies on Florida Statue 768.28. Coverage is subject to policy terms, conditions and exclusions.
Self Insured Retention is inclusive of limit: General Liability $100,000, Auto Liability $100,000,
RE: Proof of Insurance for Buses

CERTIFICATE HOLDER

Broward County Board of County Commissioners
Risk Management Division

15 S. Andrews Avenue, Room 215

·t Lauderdale, FL 33301

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "H"

TITLE VI

EXHIBIT "H"

City of MIRAMAR **Title VI Program**

Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal financial assistance, CITY, without regard to race, color, or national origin, operate and plan for transit services so that: transit benefits and services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision-making process are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary.

This Title VI Program for the CITY, a subrecipient of the COUNTY, was prepared in accordance with the requirements specified in the Federal Transit Administration (FTA), Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 2, 2012.

Title VI Notice and Complaint Procedures

All subrecipients use the COUNTY'S adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as followed:

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit progrom or activity provided by Broward County Transit (BCT), may call (954)357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive Suite 3100A Plantation, Florida 33324.

Title VI Investigations, Complaints and Lawsuits

The CITY has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with COUNTY procedures.

Public Participation and Language Assistance Plans

The CITY shall in the absence of their own plans use the COUNTY's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

Planning or Advisory Boards

The CITY does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B Chapter III Sec 10. If such entities are created, the CITY will provide the COUNTY with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

Monitoring Subrecipients

The CITY is monitored by our primary recipient, the COUNTY. The monitoring process outlined by the COUNTY includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Bus meetings.

Facility Equity Analysis

The CITY does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B Chapter III Sec. 13. If plans are created the CITY will collaborate with the COUNTY to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

Service Standards

The CITY in agreement with the COUNTY will use the following service standards for community bus service. The CITY will collaborate with COUNTY to monitor service standards as necessary per FTA Circular 4702.1B.

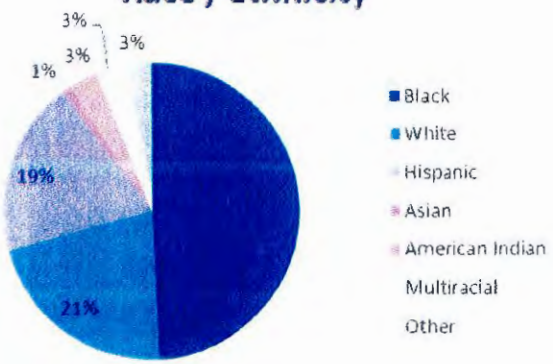
Type	Standard Description
Vehicle Load	1.25 capacity ratio for all vehicles.
Vehicle Headway	75 minute average headway all day.
On-Time Performance	80% On-Time Performance is expected of community bus routes. On-time is

	defined based on departures of 1 minute early to 5 minutes late.
Service Availability	Community bus routes operate to complement COUNTY local, breeze, express, and paratransit services. To the greatest extent possible community bus will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Bus stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold that cannot be addressed through additional service will be leased larger vehicles. The COUNTY is generally responsible for the procurement and replacement of transit vehicles.

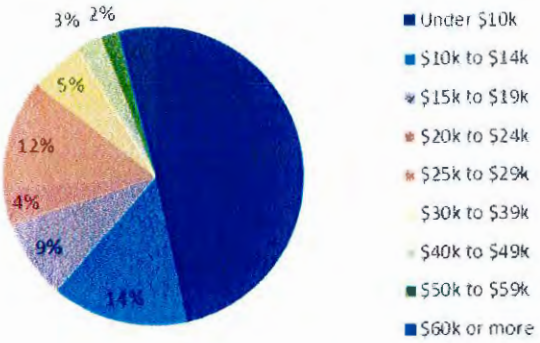
Community Bus Service Demographics

As a component of BCT's *Broward Connected* 10 Year Transit Development Plan (TDP), on-board surveys were conducted in March 2013 from randomly selected community bus trips. The charts below characterize the demographics of the entire community bus system. The CITY supports the COUNTY'S initiative to conduct on-board surveys every 5-years during the TDP process and understands that additional surveys are encouraged prior to a major service or fare change.

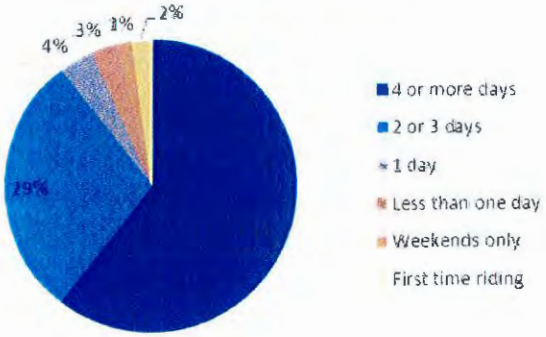
Race / Ethnicity



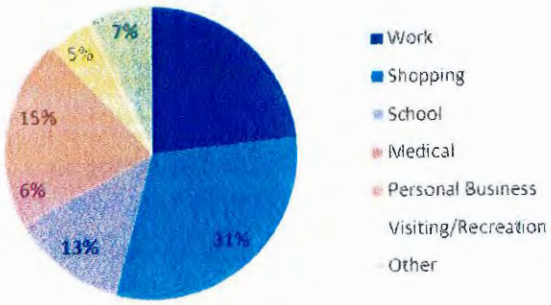
Annual Household Income



Frequency of Use



Trip Purpose



Age

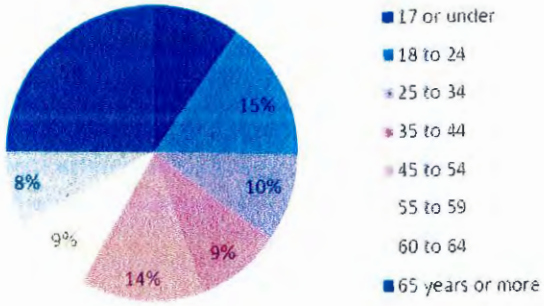


EXHIBIT L

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MIRAMAR

for

AGENCY COORDINATED TRANSPORTATION (ACT)
PARATRANSIT TRANSPORTATION SERVICES

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Exhibits

Exhibit A Scope of Services
Exhibit B Certification of Payments to Subcontractors and Suppliers
Exhibit C Insurance Certificate
Exhibit D Criminal Statutes for Background Check Exclusions
Exhibit E Commission on Transportation Disadvantaged Standards and Performance Requirements
Exhibit F Price Sheet
Exhibit G Drug Free Workplace Policy Certificate

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MIRAMAR

for

AGENCY COORDINATED TRANSPORTATION (ACT)
PARATRANSIT TRANSPORTATION SERVICES

This is an Agreement ("Agreement") made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF MIRAMAR, a municipal corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "AGENCY," (individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, COUNTY developed the Agency Coordination Transportation (ACT) Program to function within the Broward County Paratransit program "Transportation Options" (TOPS) Program; and

WHEREAS, the ACT Program will allow pre-qualified agencies to provide Paratransit transportation services, to and from their congregated services centers, directly to TOPS-eligible riders; and

WHEREAS, the ACT Program is designed to provided operational benefits including, but not limited to, reduced higher-cost demand service trips; increased agency responsibility and control over their client transportation; reduced operational service delays; improved efficiency of trip delivery; and assistance to clients that require a higher level of personal service; and

WHEREAS, the ACT Program is also designed to provide the benefit of improved service, including, but not limited to, agency established routes and scheduled pick-ups; complaint investigation; and efficient utilization of existing vehicles; and

WHEREAS, providing the most reliable, efficient, cost-effective Paratransit transportation services benefits the clients, COUNTY, and AGENCY; and

WHEREAS, AGENCY represents that it has the ability to provide Paratransit transportation services to and from its facility under the ACT Program and this Agreement and has expressed an interest in providing such services; and

WHEREAS, COUNTY desires to engage AGENCY to provide Paratransit transportation services under an agreement containing mutually satisfactory terms and covenants; and

WHEREAS, negotiations pertaining to the Paratransit Transportation Services to be performed were undertaken between the Parties and this Agreement incorporates the results of such negotiations, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and AGENCY agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 Accident - An event which results in property damage and/or injury to a person in the course of the AGENCY providing transportation service under this Agreement.

1.2 Agency - A municipality or qualified non-profit social service agencies that provide transportation service to their specific location within Broward County.

1.3 Agreement - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.

1.4 Annual Operating Report - An annual report prepared by the Community Transportation Coordinator, as defined in the Florida Administrative Code (F.A.C.) and Florida Statutes, detailing the designated areas' operating and performance statistics for the most recent operating year.

1.5 Board - The Board of County Commissioners of Broward County, Florida.

1.6 BCT - The Broward County Transit Division.

1.7 Chapter 41-2, F.A.C. - The rules adopted by the Commission for the Transportation Disadvantaged to implement the provisions established in Chapter 427, Florida Statutes, as currently enacted or as may be amended from time to time.

1.8 Chapter 427, Part I, Florida Statutes - The Florida Statute provisions establishing the Commission for the Transportation Disadvantaged and prescribing its duties and responsibilities, as currently enacted or as may be amended from time to time.

1.9 Client - An individual determined eligible to receive Americans with Disabilities Act (ADA) Paratransit Services or an individual meeting the criteria established by County for Transit Disadvantaged Trips.

1.10 Community Transportation Coordinator (CTC) - A transportation entity recommended, consistent with Chapter 427 Part I, Florida Statutes to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area.

1.11 Complaint or Service Complaint - A service related incident as reported to the Broward County paratransit client services staff. Examples of complaints include, but are not limited to, the following: denial of service; late pick-ups; client behavior; Driver behavior; and passenger discomfort.

1.12 Contract Administrator - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with AGENCY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.13 Coordination - The arrangement for the provision of transportation services to the Transportation Disadvantaged in a manner that is cost effective, efficient, and reduces fragmentation and duplication of services.

1.14 County - Broward County, a political subdivision of the State of Florida

1.15 County Administrator - The administrative head of COUNTY appointed by the Board.

1.16 County Attorney - The chief legal counsel for COUNTY appointed by the Board.

1.17 Driver(s) - an individual operating a vehicle in the course of providing services for the Agency under this Agreement.

1.18 Incident - Any moving violation for which the Agency's Driver is issued a citation, or any event that occurs while the Agency is providing service that requires the intervention of the Agency or of other governmental agencies.

1.19 Mobility Aids - a Personal Device or Animal used by a client to facilitate travel, including, but not limited to: a Personal Care Attendant; wheelchair, scooter; walker; cane; or a service animal such as, but not limited to, a guide dog.

1.20 Passenger - Any person occupying either a passenger seat or a wheelchair tie-down berth in the vehicle. Passengers may be Clients, their companions or guests, or their Personal Care Attendants.

1.21 Passenger Hours - The number of hours each individual passenger rides in the vehicle. This is a duplicated hourly count (i.e., if ten (10) passengers ride together for (1) hour, there are ten (10) passenger hours).

1.22 Passenger Miles - The number of miles each passenger rides in the vehicle. This is a duplicated mileage count (i.e., if ten (10) passengers ride together for ten (10) miles, there are one hundred (100) passenger miles).

1.23 Passenger Trip - All Trips performed by Agency, including transportation of clients, their companions or guests, and Personal Care Attendants.

1.24 Personal Care Attendant (PCA) - Someone who is designated, and/or employed specifically to help the eligible client meet their personal needs, including traveling.

1.25 Revenue Service Hour - The number of hours a vehicle is in service from the first client pick-up address to the last client drop-off address, excluding all Driver breaks, regardless of the number of Passengers on board at any given time.

1.26 Revenue Miles - The number of miles driven from the first client pick-up address to the last client drop-off address, excluding all miles traveled during Driver breaks, regardless of the number of Passengers on board at any given time.

1.27 TOPS - Broward County's paratransit program, also known as "Transportation Options."

1.28 Transportation Disadvantaged (TD) - Those persons who, because of physical or mental disability, income status, or age, are unable to transport themselves, or to purchase transportation, and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in Section 411.202, Florida Statutes, as currently enacted or as may be amended.

ARTICLE 2
SCOPE OF SERVICES

2.1 AGENCY shall perform all services identified in this Agreement and Exhibit "A." The Scope of Services is a description of AGENCY'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 services described that exclusion would render performance by AGENCY impractical, illogical, or unconscionable.

2.2 Agency Coordinated Transportation Service may be performed by AGENCY through the use of its employees or AGENCY may enter into a contract with a third party to perform the services. In the event AGENCY contracts with a third party, AGENCY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the AGENCY in this Agreement.

2.3 AGENCY acknowledges that the 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.

ARTICLE 3
TERM AND TIME FOR PERFORMANCE

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties. ACT Paratransit Transportation Services shall commence at 12:01 a.m. on January 1, 2015 and continuing for a one year period through 12:00 a.m., December 31, 2015 with the option to renew upon the same terms for one additional one-year period (Renewal Term upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Agency Coordinated Transportation Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4
COUNTY'S OBLIGATIONS

COUNTY's obligations include:

4.1 COUNTY shall provide the AGENCY with Mobile Data Computer (MDC) and Automatic Vehicle Location (AVL) technology for each vehicle with all necessary installation and be responsible for the costs for communication access to allow the County to monitor vehicle operation and vehicle location. AGENCY shall permit COUNTY to install this equipment must be allowed to be installed on all vehicles used for the services defined by this Agreement.

4.2 COUNTY, in its sole discretion, acting through its Contract Administrator, may authorize a replacement vehicle(s). The use of any replacement vehicle(s) shall be subject to all terms and conditions of this Agreement.

4.3 Data collected during the course of business by AVL and MDC systems will be housed on COUNTY's computer servers. COUNTY will be responsible for the maintenance of the AVL and MDC systems

ARTICLE 5
AGENCY'S OBLIGATIONS

AGENCY's obligations include:

5.1 AGENCY shall be solely responsible to provide, during the term of this Agreement, a transit service which shall include, but not be limited to, all vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein.

5.2 AGENCY will certify that no other funding sources will be received/utilized to pay for any portion of trips provided pursuant to this Agreement. If any other funding sources are received/utilize, AGENCY shall promptly disclose to COUNTY in writing those sources and amounts of funding.

5.3 AGENCY shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the vehicle(s).

5.4 AGENCY shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and COUNTY regulations, laws, and licensing requirements prior to and at all times while operating vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.

5.5 AGENCY shall ensure that the services provided pursuant to this Agreement meet the minimum standards and performance requirements as described in Exhibit "E" (The Commission for the Transportation Disadvantaged Standards and Performance Requirements).

5.6 AGENCY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. AGENCY shall ensure that all vehicle operators meet all requirements for performing Paratransit Transportation Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90, F.A.C.

5.7 AGENCY shall respond to Contract Administrator's requests for information in a timely manner.

5.8 AGENCY shall develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.

5.9 AGENCY shall report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within one (1) hour of the occurrence.

ARTICLE 6
COMPENSATION

6.1 COUNTY will pay AGENCY in the manner specified in Section 6.2, up to a maximum amount of Twenty-Four Thousand Four Hundred Dollars ($24,400) for Paratransit Transportation Services actually performed by AGENCY pursuant to this Agreement, which amount shall be accepted by AGENCY as full compensation for all such services. AGENCY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate AGENCY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon AGENCY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to AGENCY to reimburse its expenses.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 Within five (5) business days after the close of the month, AGENCY will submit to COUNTY for COUNTY's approval a "Statement of Operations and Costs" for the previous month which details by cost category the amounts billed, in accordance with the provisions of Service for the previous month.

6.2.2 AGENCY may submit invoices for compensation, in the format approved by COUNTY, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice are due within five (5) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. AGENCY shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

6.2.3 COUNTY shall pay AGENCY within thirty (30) calendar days of receipt of AGENCY's proper invoice, as required by the "Broward County Prompt Payment Ordinance" Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of AGENCY to comply with a term, condition, or requirement of this Agreement.

6.2.4 AGENCY shall pay its subcontractors and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from COUNTY for such subcontracted work or supplies. If AGENCY withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from COUNTY.

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to AGENCY at:

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

ARTICLE 7
PERFORMANCE STANDARDS AND EXPECTATIONS

7.1 The safe, courteous, and timely delivery of service is of critical importance.

7.2 AGENCY, as a contracted transit provider, shall comply with the requirements of Rule 14-90, F.A.C., ("Equipment and Operation Safety Standards for Bus Transit Systems"), as currently enacted or as may be amended from time to time.

7.3 AGENCY is required to develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies with the safety standards set forth in Rule 14-90, F.A.C.

7.4 COUNTY will conduct an annual System Safety review of each Agency to comply with safety requirements of Rule 14-90, F.A.C.

ARTICLE 8
GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

8.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. AGENCY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

8.2 In the event that AGENCY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: AGENCY's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, AGENCY's contractor, its

employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, AGENCY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due AGENCY or AGENCY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 9
INSURANCE

9.1 AGENCY is an entity subject to Section 768.28, Florida Statutes, and AGENCY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

9.2 In the event that AGENCY contracts with a third party to provide Agency Coordinated Transportation Service, any contract with such third party shall include, at a minimum, the following provisions:

9.2.1 INSURANCE: AGENCY's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.

9.2.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. AGENCY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

9.2.3 The foregoing requirements represent minimum coverages that shall be contained in AGENCY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to AGENCY's standard requirements for the Project.

ARTICLE 10
TERMINATION

10.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY 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.

10.2 This Agreement may be terminated for cause for reasons including, but not limited to, AGENCY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if AGENCY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if AGENCY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

10.3 Notice of termination shall be provided in accordance with Section 12.8 ("NOTICES") of this Agreement, except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with Section 12.8 of this Agreement.

10.4 In the event this Agreement is terminated for convenience, AGENCY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. AGENCY

acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by AGENCY, for COUNTY's right to terminate this Agreement for convenience.

10.5 In the event this Agreement is terminated for any reason, any amounts due AGENCY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 ("RIGHTS IN DOCUMENTS AND WORK") of this Agreement.

ARTICLE 11
EEO COMPLIANCE

11.1 No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. AGENCY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by AGENCY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

AGENCY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

11.2 Although no CBE goal has been set for this Agreement, COUNTY encourages AGENCY to give full consideration to the use of CBE firms to perform services under this Agreement.

11.3 AGENCY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. AGENCY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AGENCY shall

take affirmative steps to prevent discrimination in employment against disabled persons.

11.4 By execution of this Agreement, AGENCY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from AGENCY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 12
MISCELLANEOUS

12.1 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 COUNTY, and, if a copyright is claimed, AGENCY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by AGENCY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by AGENCY to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to AGENCY shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent AGENCY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, AGENCY shall:

12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.2.3 Ensure that public records that are exempt or that are confidential and

exempt from public record requirements are not disclosed except as authorized by law; and

12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of AGENCY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of AGENCY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10 ("TERMINATION") of this Agreement.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of AGENCY and its subcontractors that are related to this Project. AGENCY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of AGENCY and its 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, AGENCY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

AGENCY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

AGENCY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which provides that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following 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 COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to AGENCY or AGENCY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 DRUG-FREE WORKPLACE

AGENCY shall participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, AGENCY shall produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655 prior to the commencement of Community Bus Service, and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or

COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.

AGENCY shall certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "G."

AGENCY shall prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, AGENCY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

12.7 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A

Plantation, FL 33324

FOR AGENCY:

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

12.9 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, AGENCY shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by AGENCY of this Agreement or any right or interest herein without COUNTY's written consent.

AGENCY 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.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.10 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of AGENCY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or AGENCY is not a party, unless compelled by court process. Further, 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 COUNTY 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 AGENCY 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 AGENCY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, AGENCY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as AGENCY.

12.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY'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.

12.12 COMPLIANCE WITH LAWS

AGENCY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.13 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or AGENCY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including resolution of all filed appeals.

12.14 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language

in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

12.15 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

12.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, AGENCY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF**

THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

12.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and AGENCY or others delegated authority to or otherwise authorized to execute same on their behalf.

12.19 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. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.20 PAYABLE INTEREST

12.20.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof AGENCY 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.

12.20.2 Rate of Interest. In any instance where the prohibition or limitations of the above Section 12.20.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.21 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", and "G" are incorporated into and made a part of this Agreement.

12.22 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.

12.23 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 2nd day of December, 2014, and CITY OF MIRAMAR, signing by and through its City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By _____
County Administrator

10th day of February, 2015

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 2/9/15
Angela L. Wallace (Date)
Deputy County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By _____ 2/6/15
Signature (Date)
Risk Management Division

_____
Print Name and Title above
Risk Insurance and
Contracts Manager

AJW:wp
Miramar 2015 ACT ILA.doc
12/22/14
14-114

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR
AGENCY COORDINATED TRANSPORTATION (ACT)
PARATRANSIT TRANSPORTATION SERVICES

THE CITY OF MIRAMAR

ATTEST:

City Clerk

By: _____
Kathleen Woods-Richardson
City Manager
Dated: 2/3/15

Approved as to legal form and
Sufficiency for the use of and reliance
by the City of Miramar only: DEG 1/14/15
ENB

City Attorney
Weiss Serota Helfman Cole Bierman
and Popok, P.L.

EXHIBIT "A"
SCOPE OF SERVICES

AGENCY shall be responsible to provide transportation service which shall include, but not be limited to, all vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required. Vendor shall provide transportation services to existing TOPS customers their specific facility location

I. Productivity Requirement

AGENCY shall maintain a minimum average of three (3) passengers per revenue service hour, per vehicle. It is understood and agreed between COUNTY and the Agency that the Agency's failure to maintain a minimum average of three (3) passengers per revenue service hour, per vehicle, during any three (3) month period shall constitute a breach of this Agreement, entitling COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. The Agency shall be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination.

II. Client Eligibility and Registration

In order to be deemed as an "eligible" client and registered for paratransit service, an applicant must be approved by COUNTY as meeting the TOPS Paratransit Program eligibility criteria as established by COUNTY.

III. Personnel

1. All personnel assigned to the project shall be knowledgeable concerning transportation services for persons with disabilities, maintain a professional, courteous attitude toward all clients and other individuals, and promote goodwill toward the general public including answering to the best of their ability all client questions. COUNTY encourages the AGENCY to consider employment of persons with disabilities in fulfilling the duties of this service.

2. COUNTY shall have the right, but not the obligation, to require the removal of any AGENCY's employee from performing the services herein in the event that such employee, in COUNTY's sole opinion, fails to meet the requirements of this Agreement.

3. AGENCY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, AGENCY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request.

4. It shall be AGENCY's responsibility to ensure that all vehicle operators and supervisors performing ACT Services comply with the following:

   a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the ACT Services as required in this Agreement, AGENCY shall immediately prohibit the employee from operating a Vehicle(s) to provide the ACT Services.

   b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a valid Florida driver's license.

   c. A current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22½, Broward County Code of Ordinances.

IV. Driver Requirements

1. AGENCY shall require all personnel providing transportation services to possess the following regarding Driver licensing:

   a. A current, valid Driver's license from the State of Florida that meets the current state and federal requirements.

   b. A current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22½, Broward County Code of Ordinances.

2. AGENCY shall not employ or retain any Driver whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, does not meet the following criteria:

   a) No more than one (1) moving violation in the past three (3) years.
   b) No at-fault accident in the last three (3) years.
   c) No Failures to Appear or Failures to Pay in the last three (3) years.
   d) No Reckless Driving within the last seven (7) years.
   e) No Reckless Driving causing injury.

f) No Driving Under the Influence (DUI) within the last seven (7) years. Two convictions (lifetime) for DUI is automatic disqualification.
g) No DUI causing injury.
h) No suspensions within the last three (3) years. One suspension for PIP permitted.
i) No Manslaughter charges resulting from the operation of a motor vehicle.
j) No Hit-Run or Hit-Run Property Damage.
k) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

V. Criminal Background Screenings

1. AGENCY must perform, at its own expense, criminal background screenings on all prospective and current employees. Criminal background screenings shall be conducted at least once every six (6) months and shall include, but shall not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.

2. For any of the offenses set forth in Exhibit "D",AGENCY shall not employ or retain any individual who:

   a) Has an arrest awaiting final disposition;
   b) Hans been found guilty, regardless of adjudication, or entered a plea of nolo contendere or guilty ; or
   c) Has been adjudicated delinquent and the record has not been sealed or expunged.

3. In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting therefrom (whichever is later) involving any of the offenses set forth in Exhibit "D", the AGENCY may, following the AGENCY's consideration of the totality of the circumstances, consider employing or retaining the individual to perform services under this Agreement.

VI. Emergency Procedures/ Inclement Weather and Documentation

AGENCY shall work to ensure the safety of all clients. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety. AGENCY is required to develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies with the safety standards set forth in Rule 14-90, F.A.C.

VII. Complaint Handling

1. AGENCY shall respond to complaints regarding the quality of service brought by clients or by COUNTY on its own initiative or otherwise. Such response shall be provided to COUNTY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. The AGENCY shall copy Contract Administrator on all correspondence. At the request of COUNTY, AGENCY shall meet with Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by AGENCY as expeditiously as possible.

2. AGENCY shall be required to resolve all written and oral complaints received from the public or COUNTY. AGENCY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.

3. AGENCY shall submit a monthly report to Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters.

VIII. Reporting

1. AGENCY shall maintain certain records of information and data in the format prescribed by COUNTY. AGENCY shall supply the reports listed below to COUNTY pursuant to the schedule as set forth below. Reports shall be transmitted to COUNTY in a format that can be read and updated using standard software tools compatible with COUNTY's system, such as Microsoft Excel, Microsoft Word and Adobe Acrobat Reader.

2. An Annual Operating Report shall be completed and submitted, as directed, to the COUNTY. The report shall be prepared on forms provided by the COUNTY and according to the instructions for the forms. Required Annual Operating Report information shall be submitted, including all required documents, on a quarterly basis to the COUNTY.

3. Reports of all accidents/incidents (loss of life, injuries, stoppage, or major disruption of service) must be submitted to the County within one (1) hour of the event.

4. Monthly by the seventh (7) business day of each month:
   - Ridership report (number of passengers, revenue miles per vehicle, vehicle miles per vehicle);
   - Current roster of drivers;
   - Revenue Vehicle System Failure (mechanical failure of vehicle that occurs in revenue service);
   - Fuel usage (in gallons) for revenue service vehicles;
   - Complaint summary as required in Section XII herein

5. Yearly:

   - Vehicle inventory and mileage on each vehicle;
   - Current insurance certificate in accordance with COUNTY requirements;
   - National Transit Database Operating Expenses Summary Form
   - Annual Operating Report

IX. Safety and Security Reporting Requirements

1. A Safety Certification must be submitted to COUNTY no later than February 15th annually for the prior calendar year period. The Safety Certification shall attest to compliance with the adopted SSPP and SPP, and the performance of safety inspections on all Vehicles operated by an ASE certified mechanic. The Safety Certification shall comply with the standards set forth in Rule 14-90, F.A.C., Equipment and Operation Safety Standards for Bus Transit Systems, as currently in enacted or as may be amended from time to time.

2. AGENCY shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:

3. AGENCY shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit vehicle. A Major Incident involves one of the following conditions:
   - A fatality due to an incident;
   - Injuries requiring immediate medical attention away from the scene for one or more persons;
   - Property damage involving an Agency vehicle;
   - An evacuation due to life safety reasons.

4. A summary report of all Non-Major Incidents involving a transit vehicle. A Non-Major Incident involves one of the following conditions:
   - Where one person is transported for off-site medical care;
   - Total property damage is equal to or in excess of $7,500.00, but less than $25,000.00;

- All non-arson fires not qualifying as Major Incidents;
- All crimes aboard transit vehicle(s) and resulting arrests.

X. Vehicles

1. AGENCY shall operate vehicles in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the vehicles.

2. AGENCY, as a private contract transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, F.A.C., Equipment and Operational Safety Standards for Bus Transit Systems.

3. AGENCY, at its sole cost and expense shall maintain the vehicles and all their appliances and appurtenances, in a good state of repair and in efficient operating conditions during the term of the Agreement.

4. AGENCY shall be responsible for all required inspections and repairs or alterations as required by Chapter 14-90, F.A.C.

5. AGENCY shall utilize the Preventative Maintenance Planning, Training and Technical Assistance Program (PrMPT) vehicle maintenance web-based software, as directed by COUNTY, to monitor vehicle maintenance program oversight. There is no cost for utilizing this web-based software.

6. AGENCY shall develop a preventive maintenance schedule, which shall be subject to review by County. AGENCY shall comply with the approved preventative maintenance schedule. AGENCY shall maintain current records of all maintenance work performed on vehicles. The records shall be kept onsite and available for inspection by Contract Administrator or designee.

7. COUNTY shall have the right to inspect, or cause to be inspected, all vehicles and the maintenance and storage facilities. The inspections may be scheduled or unscheduled. COUNTY may inspect vehicles at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the AGENCY's ability to perform transportation services. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify AGENCY as to AGENCY's required repairs to each vehicle due to damage or excessive wear and tear and Agency shall promptly take all necessary actions to comply with County's notification. Failure by COUNTY to inspect or supply such written

notification shall not imply COUNTY's acceptance that no such extraordinary wear and tear or damage has occurred to the Vehicles.

8. Agency shall conduct and document Pre-trip and Post-trip Vehicle Inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form to be provided by COUNTY prior to start of Service. AGENCY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the vehicle(s) into service. AGENCY shall maintain a written record of all Vehicle Inspections on site, which record shall be available to the Contract Administrator or his/her designee. AGENCY shall keep all Pre-Trip and Post-Trip Vehicle Inspections for a period of one year from start of service and shall be ongoing for duration of the Agreement. All record of all Vehicle Inspections shall be available to the Contract Administrator for inspection and review.

(The remainder of this page intentionally left blank)

EXHIBIT "B"
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

_____

The undersigned AGENCY hereby swears under penalty of perjury that:

1. AGENCY has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 6.2.4 of the Agreement, except as provided in paragraph 2 below.

2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of AGENCY.

Dated _____, 20___

_____
Agency

By_____
(Signature)

By_____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

_____
(Name of officer taking acknowledgment)
typed, printed, or stamped

_____
(Title or rank)

_____
(Serial number, if any)

My commission expires:

Exhibit "B"

EXHIBIT "C"
INSURANCE CERTIFICATE

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent *With no exclusions or limitations for:* [x] Premises–Operations [ ] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	$1 mil	$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	$ 1 mil	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorsement is required		
[x] WORKERS' COMPENSATION *If exempt: State Exemption Certificate or letter on company letterhead is required.* [x] EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	$ 500 k	
[ ] PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage period		
[ ] BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES REFERENCE: Paratransit Service Transportation - BCT			

EXHIBIT "D"
Florida Criminal Statutes

(a) Section 393.135, Fla. Stat. relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
(b) Section 394.4593, Fla. Stat. relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
(c) Section 415.111, Fla. Stat. relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
(d) Section 782.04, Fla. Stat. relating to murder.
(e) Section 782.07, Fla. Stat. relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
(f) Section 782.071, Fla. Stat. relating to vehicular homicide.
(g) Section 782.09, Fla. Stat. relating to killing of an unborn quick child by injury to the mother.
(h) Chapter 784, Fla. Stat. relating to assault, battery, and culpable negligence, if the offense was a felony.
(i) Section 784.011, Fla. Stat. relating to assault, if the victim of the offense was a minor.
(j) Section 784.03, Fla. Stat. relating to battery, if the victim of the offense was a minor.
(k) Section 787.01, Fla. Stat. relating to kidnapping.
(l) Section 787.02, Fla. Stat. relating to false imprisonment.
(m) Section 787.025, Fla. Stat. relating to luring or enticing a child.
(n) Section 787.04(2), Fla. Stat. relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
(o) Section 787.04(3), Fla. Stat. relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
(p) Section 790.115(1), Fla. Stat. relating to exhibiting firearms or weapons within 1,000 feet of a school.
(q) Section 790.115(2)(b), Fla. Stat. relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
(r) Section 794.011, r Fla. Stat. relating to sexual battery.
(s) Former s. 794.041, Fla. Stat. relating to prohibited acts of persons in familial or custodial authority.
(t) Section 794.05, Fla. Stat. relating to unlawful sexual activity with certain minors.
(u) Chapter 796, Fla. Stat. relating to prostitution.
(v) Section 798.02, Fla. Stat. relating to lewd and lascivious behavior.
(w) Chapter 800, Fla. Stat. relating to lewdness and indecent exposure.
(x) Section 806.01, Fla. Stat. relating to arson.

(y) Section 810.02, Fla. Stat. relating to burglary.
(z) Section 810.14, Fla. Stat. relating to voyeurism, if the offense is a felony.
(aa) Section 810.145, Fla. Stat. relating to video voyeurism, if the offense is a felony.
(bb) Chapter 812, Fla. Stat. relating to theft, robbery, and related crimes, if the offense is a felony.
(cc) Section 817.563, Fla. Stat. relating to fraudulent sale of controlled substances, only if the offense was a felony.
(dd) Section 825.102, Fla. Stat. relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
(ee) Section 825.1025, Fla. Stat. relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
(ff) Section 825.103, Fla. Stat. relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
(gg) Section 826.04, Fla. Stat. relating to incest.
(hh) Section 827.03, Fla. Stat. relating to child abuse, aggravated child abuse, or neglect of a child.
(ii) Section 827.04, Fla. Stat. relating to contributing to the delinquency or dependency of a child.
(jj) Former s. 827.05, Fla. Stat. relating to negligent treatment of children.
(kk) Section 827.071, Fla. Stat.relating to sexual performance by a child.
(ll) Section 843.01, Fla. Stat. relating to resisting arrest with violence.
(mm) Section 843.025, Fla. Stat. relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
(nn) Section 843.12, Fla. Stat. relating to aiding in an escape.
(oo) Section 843.13, Fla. Stat. relating to aiding in the escape of juvenile inmates in correctional institutions.
(pp) Chapter 847, Fla. Stat. relating to obscene literature.
(qq) Section 874.05, Fla. Stat. relating to encouraging or recruiting another to join a criminal gang.
(rr) Chapter 893, Fla. Stat. relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
(ss) Section 916.1075, Fla. Stat. relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
(tt) Section 944.35(3), Fla. Stat. relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
(uu) Section 944.40, Fla. Stat. relating to escape.
(vv) Section 944.46, Fla. Stat. relating to harboring, concealing, or aiding an escaped prisoner.

Exhibit "D"

Florida Criminal Statutes

(ww) Section 944.47, Fla. Stat. relating to introduction of contraband into a correctional facility.
(xx) Section 985.701, Fla. Stat. relating to sexual misconduct in juvenile justice programs.
(yy) Section 985.711, Fla. Stat. relating to contraband introduced into detention facilities.
(zz) Any offense that constitutes domestic violence as defined in s. 741.28, Fla. Stat.

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EXHIBIT "E"

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, F.A.C., the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

(A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

(B) An escort of a passenger and dependent children are to be transported as locally negotiated.

(C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.

(D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

(E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.

(F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.

(G) Interior of all vehicles shall be free from insects, vermin, dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

(H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.

(I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

(J) Drivers for paratransit services, including coordination Agency's, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.

(K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.

(L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.

(M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

(N) First Aid shall be determined locally.

(O) Cardiopulmonary resuscitation shall be determined locally.

EXHIBIT "F"
PRICE SHEET

Agency Coordination Transportation
Cost Proposal Form

All Costs submitted should be directly attributable to the transportation services performed as described in the Scope of Work.

Cost	CY-15
Driver Wages and Fringes	$15,000.00
Vehicle Maintenance (including related parts and labor)	$3,600.00
Vehicle Insurance	$2,260.00
Fuel	$2,800.00
Vehicle Registration Fees/Licenses/Tolls	$520.00
Annual Cost	$24,400.00

County reserves the right to request supportive detailed information to validate/ substantiate proposed costs and reasonableness of proposed hourly cost.

Proposed No. of Vehicles	Est. No. of Annual Passenger trips	Est. No. of Annual Vehicle Hours	Estimated Productivity	Proposed Hourly Cost
4	1,815	605	3.00	$40.36

Actual payment to awarded vendor will be based on negotiated per hour rate, not-to-exceed $40 per service hour.

Name of Proposer: _____Marva Ricketts, Director, Social Services_____

EXHIBIT "G"

DRUG FREE WORKPLACE POLICY CERTIFICATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-305-592-6080
Arthur J. Gallagher Risk Management Services, Inc.

8333 NW 53rd Street
Suite 600
Miami, FL 33166

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792
INSURER B: SAFETY NATL CAS CORP	15105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
City of Miramar

2300 Civic Center Place, 1st Floor

Miramar, FL 33025

COVERAGES CERTIFICATE NUMBER: 39072242 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PK1007113	04/01/14	04/01/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ $ $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PK1007113	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	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		SP4048343	04/01/14	04/01/15	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City relies on Florida Statue 768.28. Coverage is subject to policy terms, conditions and exclusions. Self Insured Retention is inclusive of limit: General Liability $100,000, Auto Liability $100,000, Workers Compensation $750,000. Re: Proof of insurance for buses.

CERTIFICATE HOLDER

TOP's BCT
Department of Transportation

3201 W. Copan Road

Pompano Beach, FL 33069

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Miramar Public Work/Utilities
13900 Pembroke Road
Miramar, FL 33027
(954)883-6831 Fax (954)602-3434

ATTACHMENT 1

Cost Summary Detail

Report Date 12/11/2015 11:29 AM Submitted By

Search Criteria
Search Style Match Subtotal on Detail on All

Asset Type VEH Unit ID SSTS521
Status All
Started 12/01/2009 To 12/11/2015

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
54235	FERDCA	VEH	SSTS521	01/11/2010	01/11/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
01/11/2010 11:40	Labor	5108	CHAN, THOMAS	-------	2.00	170.00
01/11/2010 11:40	Labor	5113	STEWART, DAVE	-------	2.00	170.00
					Total	340.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
56473	FBR/FR	VEH	SSTS521	03/22/2010	04/07/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/07/2010 11:15	Labor	5113	STEWART, DAVE	-------	7.00	595.00
04/07/2010 11:07	Labor	5108	CHAN, THOMAS	-------	23.00	1955.00
					Total	2550.00
03/25/2010 10:20	Material	XC2Z3A717AA	HOSE	88077	1.00	64.38
03/25/2010 10:19	Material	F81Z8255AA	GASKET	88076	1.00	6.45
03/25/2010 10:19	Material	2C2Z3A674EA	PS PUMP	88075	1.00	131.19
03/23/2010 16:24	Material	200208	FITTING	87882	2.00	1.24
03/23/2010 16:24	Material	200210	RETHREAD	87883	2.00	1.12
03/23/2010 16:23	Material	200060	AC HOSE	87881	1.00	2.20
03/22/2010 14:20	Material	FL1995	FILTER / OIL FL-1995 LOCATIO	87686	1.00	10.89
03/22/2010 14:20	Material	FD4596	SEPERATOR - FUEL/WATER FD-4596	87684	1.00	33.66
03/22/2010 14:20	Material	FA1618	FILTER / AIR FA-1618 LOCATIO	87685	2.00	19.64
03/22/2010 14:19	Material	4886529	ROTORS	87682	1.00	56.30
03/22/2010 14:19	Material	UP7535M	BRK PADS	87683	1.00	29.75
03/22/2010 14:18	Material	24017	OIL SEAL	87681	1.00	4.87
					Total	361.69

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
57118	FTRANS	VEH	SSTS521	04/09/2010	04/09/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/09/2010 15:11	Labor	5108	CHAN, THOMAS	-------	4.50	382.50
					Total	382.50

City of Miramar Public Work/Utilities
13900 Pembroke Road
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Cost Summary Detail

Report Date 12/11/2015 11:29 AM Submitted By

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/09/2010 14:15	Material	H177	HOSE	89225	4.00	1.80
					Total	1.80

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
57762	FENGLT	VEH	SSTS521	05/04/2010	05/11/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
05/11/2010 09:12	Labor	5104	ASIATICO, LINO	------	3.00	255.00
05/11/2010 09:12	Labor	5109	ALCEE, KENNEDY	------	10.00	850.00
					Total	1105.00
05/11/2010 09:12	Material	1GAL	ANTIFREEZE	91860	1.00	8.33
05/07/2010 15:46	Material	16045	HOSE	91555	1.00	13.94
05/07/2010 15:45	Material	8952	HOSE	91553	1.00	30.10
05/06/2010 13:54	Material	1GAL	ANTIFREEZE	91409	1.00	8.33
05/06/2010 13:53	Material	43546	WATER PUMP	91407	1.00	68.89
05/06/2010 13:53	Material	373-195	THERMOSTAT	91408	1.00	5.42
					Total	135.01

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
58472	FA/CSY	VEH	SSTS521	06/30/2010	06/30/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
06/30/2010 11:13	Labor	5108	CHAN, THOMAS	------	1.00	85.00
					Total	85.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
58539	FA/CSY	VEH	SSTS521	07/07/2010	07/09/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
07/09/2010 08:09	Labor	5113	STEWART, DAVE	------	3.00	255.00
					Total	255.00
07/09/2010 08:11	Material	E6DZ19986A	SWITCH BLOWER MOTOR	95396	1.00	13.18
07/09/2010 08:11	Material	XC2Z19850BA	BLOWER MTR	95397	1.00	72.87
					Total	86.05

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
58578	FVEHMN	VEH	SSTS521	07/12/2010	07/13/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost

City of Miramar Public Work/Utilities
13900 Pembroke Road
Miramar, FL 33027
(954)883-6831 Fax (954)602-3434

Cost Summary Detail

Report Date 12/11/2015 11:29 AM Submitted By

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
07/13/2010 15:17	Labor	5112	ACOSTA, ALEXIS	-------	4.00	340.00
					Total	340.00
07/12/2010 16:35	Material	7565	BATTERY	95500	2.00	108.28
					Total	108.28

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
58632	FA/CSY	VEH	SSTS521	07/14/2010	07/20/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
07/20/2010 12:33	Labor	5104	ASIATICO, LINO	-------	10.00	850.00
07/20/2010 12:33	Labor	5109	ALCEE, KENNEDY	-------	10.00	850.00
					Total	1700.00
07/20/2010 12:35	Material	784619	FUSE HOLDER	95865	1.00	2.07
07/20/2010 12:35	Material	1U2Z14S411AJ	WIRE ASSY	95866	1.00	20.55
07/15/2010 15:43	Material	1U2Z14S411BA	RESISTOR CONNECTOR	95635	1.00	28.54
					Total	51.16

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
58771	FOILLK	VEH	SSTS521	07/28/2010	08/05/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/05/2010 08:49	Labor	5109	ALCEE, KENNEDY	-------	2.00	170.00
					Total	170.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
59615	FA/CSY	VEH	SSTS521	08/24/2010	08/26/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/26/2010 09:30	Labor	5104	ASIATICO, LINO	-------	3.00	255.00
					Total	255.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
60174	FOTSCM	VEH	SSTS521	09/20/2010	09/20/2010

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/20/2010 11:43	Extra Item	F0079	EAGLE OVERHAULING, INC.	-------	1.00	45.00
					Total	45.00

City of Miramar Public Work/Utilities
13900 Pembroke Road
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Cost Summary Detail

Report Date 12/11/2015 11:29 AM Submitted By

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/20/2010 11:43	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	1.00	85.00
09/20/2010 11:43	Labor	5109	ALCEE, KENNEDY	------	18.00	1530.00
					Total	1615.00
09/20/2010 11:43	Material	LT22575R16	TIRE	99850	2.00	375.80
09/20/2010 11:43	Material	LT22575R16	TIRE	99858	4.00	751.60
09/20/2010 11:43	Material	UP7299M	BRK PADS	99703	1.00	44.42
09/20/2010 11:43	Material	NB20	WIPER	99701	2.00	3.46
09/20/2010 11:43	Material	UP7535M	BRK PADS	99702	1.00	29.75
09/20/2010 11:43	Material	15W40	OIL	99704	15.00	32.70
09/20/2010 11:43	Material	21734MP	OIL FILTER	99698	1.00	5.45
09/20/2010 11:43	Material	6390	AIR FILTER	99699	2.00	9.28
09/20/2010 11:43	Material	207319B	ORIFICE TUBE	99848	1.00	0.89
09/20/2010 11:43	Material	3818MP	FUEL FILTER	99700	1.00	13.20
09/20/2010 11:43	Material	409501	FRIG OIL	100410	1.00	5.50
09/20/2010 11:43	Material	6511473	COMPRESSOR	100276	1.00	311.12
09/20/2010 11:43	Material	208057	DRIER	100277	1.00	46.67
					Total	1629.84

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
61833	FOTSCM	VEH	SSTS521	10/11/2010	10/11/2010

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/11/2010 12:36	Contractor	F0165	MAROONE FORD OF MARGATE	------	1.00	1154.00
					Total	1154.00
10/11/2010 12:35	Extra Item	F0165	MAROONE FORD OF MARGATE	------	1.00	1245.06
					Total	1245.06

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
62068	FOTSCM	VEH	SSTS521	10/27/2010	02/24/2011

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/28/2010 12:13	Material	INV208569	THEROSTAT SWITCH	102039	1.00	16.67
					Total	16.67

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
67184	F-PM	VEH	SSTS521	03/07/2011	03/23/2011

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
03/23/2011 10:55	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	10.00	850.00
03/23/2011 10:55	Labor	5109	ALCEE, KENNEDY	------	10.00	850.00
					Total	1700.00
03/16/2011 11:06	Material	5C2Z19C836AA	DRYER	109408	1.00	133.04
03/16/2011 11:05	Material	F77Z19V703XA	COMPRESSOR	109406	1.00	228.05
03/16/2011 11:05	Material	F5DZ19D990AB	AIR CONDENSER	109407	1.00	5.04
03/11/2011 13:51	Material	ST205/75R15	TIRE	109112	3.00	197.19
03/11/2011 13:51	Material	3U2Z14S411MH	CONNECTOR	109105	1.00	29.26
03/11/2011 13:51	Material	ST20575R15	TIRE	109113	1.00	60.17
03/10/2011 08:30	Material	LT22575R16G	TIRE	109059	4.00	756.08
03/10/2011 08:30	Material	OP6222	OIL PRESSURE SWITCH	109060	2.00	31.74
03/10/2011 08:30	Material	21734MP	OIL FILTER	109054	1.00	5.45
03/10/2011 08:30	Material	3818	FUEL FILTER	109058	1.00	13.90
03/10/2011 08:30	Material	091314	BRK CLEAN	109056	1.00	1.99
03/10/2011 08:30	Material	NB20	WIPER	109057	2.00	3.46
03/10/2011 08:30	Material	15W40	OIL	109055	15.00	26.10
					Total	1491.47

68145	FWNTSR	VEH	SSTS521	03/30/2011	04/08/2011

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/06/2011 08:20	Contractor	F0165	MAROONE FORD OF MARGATE	------	1.00	440.68
					Total	440.68
04/06/2011 08:18	Extra Item	F0165	MAROONE FORD OF MARGATE	------	1.00	449.67
					Total	449.67
04/08/2011 08:33	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	10.00	850.00
04/08/2011 08:33	Labor	5109	ALCEE, KENNEDY	------	12.00	1020.00
					Total	1870.00
04/04/2011 07:52	Material	7565	BATTERY	110514	2.00	108.40
					Total	108.40

68703	FA/CSY	VEH	SSTS521	04/14/2011	04/20/2011

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/20/2011 17:19	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	5.00	425.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/20/2011 17:14	Labor	5109	ALCEE, KENNEDY	-------	5.00	425.00
					Total	850.00
04/20/2011 14:48	Material	INV2215	ALTERNATOR	111581	1.00	427.78
04/20/2011 14:15	Material	YG343	A/C, ORIFICE TUBE.LOC N/S	111547	1.00	3.30
04/20/2011 14:14	Material	INV211749	THERMO SWITCH	111545	1.00	20.00
					Total	451.08

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
70651	FA/CSY	VEH	SSTS521	06/20/2011	07/21/2011

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
07/21/2011 16:47	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	8.00	680.00
07/21/2011 16:42	Labor	5109	ALCEE, KENNEDY	-------	8.00	680.00
					Total	1360.00
07/06/2011 08:19	Material	1GAL	ANTIFREEZE	115797	2.00	17.56
06/24/2011 14:13	Material	49496	STOP LEAK A/C RED ANG	115276	2.00	42.44
06/24/2011 14:13	Material	2590	RADIATOR	115246	1.00	133.25
06/24/2011 14:13	Material	ZX3030	FREON,GAS	115272	1.00	213.34
06/24/2011 14:13	Material	25081213	BELT	115245	1.00	21.64
06/22/2011 16:05	Material	ZXGO51	ANTIFREEZE	115099	2.00	21.54
06/22/2011 16:05	Material	409889	FLUSH	115098	1.00	21.62
06/21/2011 11:17	Material	46TM16	COMPRESSOR	115042	1.00	320.00
06/21/2011 11:17	Material	RD10091	DRYER	115043	1.00	72.23
					Total	863.62

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
72789	FSCHSR	VEH	SSTS521	09/01/2011	09/26/2011

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/26/2011 08:51	Extra Item	F0079	EAGLE OVERHAULING, INC.	-------	1.00	380.00
					Total	380.00
09/26/2011 08:52	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	10.00	850.00
09/26/2011 08:52	Labor	5109	ALCEE, KENNEDY	-------	10.00	850.00
					Total	1700.00
09/07/2011 10:32	Material	FS10	A/C COMPRESSOR	119343	1.00	222.23
09/06/2011 12:49	Material	3758635	ORIFICE TUBE	119278	1.00	0.78
09/06/2011 12:37	Material	408004	DRIER	119273	1.00	30.06

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/06/2011 12:36	Material	LT22575R16G	TIRE	119270	2.00	416.68
09/06/2011 12:34	Material	UP7535SD	BRK PAD	119260	1.00	29.18
09/06/2011 12:34	Material	5C2Z2200BA	BRAKE,REAR SHOES	119261	1.00	87.98
09/06/2011 12:34	Material	15W40	OIL	119267	15.00	34.35
09/06/2011 12:34	Material	21734MP	OIL FILTER	119264	1.00	5.45
09/06/2011 12:34	Material	6390	AIR FILTER	119266	2.00	9.28
09/06/2011 12:34	Material	3818	FUEL FILTER	119265	1.00	14.34
					Total	850.33

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
73462	FOTSCM	VEH	SSTS521	09/30/2011	11/28/2011

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
11/28/2011 13:51	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	2.50	212.50
11/28/2011 13:46	Labor	5109	ALCEE, KENNEDY	-------	2.50	212.50
					Total	425.00
11/28/2011 13:53	Material	15W40	OIL	124613	3.00	6.87
11/28/2011 13:53	Material	5051206	HOSE CLAMP	124587	1.00	0.23
11/28/2011 13:53	Material	9832	PWR STEERING FLUID	124586	1.00	2.43
11/28/2011 13:53	Material	75207	TRANS FLUID	124585	10.00	31.60
10/06/2011 11:32	Material	8194	GASKET	121575	1.00	0.68
10/05/2011 13:44	Material	INV73462	TAIL PIPE	121393	1.00	55.56
					Total	97.37

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
73928	FLEAKW	VEH	SSTS521	10/19/2011	10/28/2011

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/28/2011 09:05	Labor	5102	BERRY, PATRICK	-------	2.50	212.50
10/28/2011 09:02	Labor	5109	ALCEE, KENNEDY	-------	2.50	212.50
					Total	425.00
10/19/2011 15:41	Material	2590	RADIATOR	122288	1.00	133.25
10/19/2011 15:40	Material	1GAL	ANTIFREEZE	122285	2.00	16.90
					Total	150.15

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
75477	FHV	VEH	SSTS521	12/05/2011	12/21/2011

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
12/21/2011 17:05	Labor	5109	ALCEE, KENNEDY	------	2.50	212.50
					Total	212.50

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
98324	FSCHSR	VEH	SSTS521	02/06/2012	02/07/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
02/07/2012 14:41	Labor	5109	ALCEE, KENNEDY	------	3.00	255.00
02/07/2012 14:38	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	3.00	255.00
					Total	510.00
02/07/2012 14:43	Material	091314	BRK CLEAN	128162	2.00	4.84
02/07/2012 14:43	Material	15W40	OIL	128320	16.00	36.64
02/07/2012 14:43	Material	15W40	OIL	128163	4.00	9.16
02/07/2012 14:43	Material	21734MP	OIL FILTER	128160	1.00	5.45
02/07/2012 14:43	Material	6390	AIR FILTER	128165	2.00	9.28
02/07/2012 14:43	Material	3818	FUEL FILTER	128161	1.00	14.35
02/07/2012 14:43	Material	LT22575R16G	TIRE	128167	4.00	833.36
					Total	913.08

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
99641	FAIRSY	VEH	SSTS521	03/15/2012	03/23/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
03/23/2012 16:52	Labor	5109	ALCEE, KENNEDY	------	4.00	340.00
03/23/2012 16:47	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	4.00	340.00
					Total	680.00
03/19/2012 08:39	Material	801651	PAG OIL	130268	1.00	4.06
03/19/2012 08:39	Material	1GAL	ANTIFREEZE	130269	2.00	16.00
03/19/2012 08:16	Material	F5DZ19D990AB	AIR CONDENSER	130256	1.00	5.63
03/19/2012 08:16	Material	409889	FLUSH	130257	1.00	17.23
03/19/2012 08:16	Material	F77Z19V703XA	COMPRESSOR	130254	1.00	228.05
03/19/2012 08:16	Material	5C2Z19C836AB	DRIER	130255	1.00	110.40
03/19/2012 07:54	Material	49496	STOP LEAK A/C RED ANG	130214	1.00	21.22
					Total	402.59

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
101425	FADDO	VEH	SSTS521	04/11/2012	04/13/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/13/2012 10:03	Labor	5109	ALCEE, KENNEDY	-------	1.00	85.00
					Total	85.00
04/12/2012 10:46	Material	75207	TRANS FLUID	131919	3.00	9.21
04/12/2012 10:44	Material	15W40	OIL	131911	3.00	6.87
					Total	16.08

107012	FCOOLA	VEH	SSTS521	05/23/2012	05/24/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
05/24/2012 14:13	Labor	5109	ALCEE, KENNEDY	-------	2.90	246.50
					Total	246.50
05/24/2012 14:14	Material	2590	RADIATOR	134666	1.00	133.25
05/24/2012 14:14	Material	1GAL	ANTIFREEZE	134677	2.00	16.00
					Total	149.25

111935	FA/CSY	VEH	SSTS521	07/27/2012	08/20/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/20/2012 15:54	Labor	5109	ALCEE, KENNEDY	-------	2.50	212.50
					Total	212.50
07/30/2012 13:08	Material	49496	STOP LEAK A/C RED ANG	138582	2.00	42.44
07/30/2012 13:08	Material	75123	OIL	138581	2.00	4.96
					Total	47.40

112689	F-PM	VEH	SSTS521	08/16/2012	09/27/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/27/2012 12:32	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	6.00	510.00
09/27/2012 12:29	Labor	5109	ALCEE, KENNEDY	-------	6.00	510.00
					Total	1020.00
08/22/2012 07:54	Material	75207	TRANS FLUID	140229	2.00	6.14
08/21/2012 08:09	Material	WSW12	WASHER FLUID	140135	1.00	1.16
08/21/2012 07:57	Material	RD10091	DRYER	140130	1.00	72.23

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/17/2012 08:24	Material	LT22575R16G	TIRE	140014	3.00	684.81
08/17/2012 08:22	Material	UP7535SD	BRK PAD	140005	1.00	30.91
08/17/2012 08:22	Material	49496	STOP LEAK A/C RED ANG	140012	1.00	21.22
08/17/2012 08:22	Material	091314	BRK CLEAN	140011	1.00	2.66
08/17/2012 08:22	Material	UP7299M	BRK PADS	140006	1.00	44.13
08/17/2012 08:22	Material	15W40	OIL	140010	16.00	31.52
08/17/2012 08:22	Material	21734MP	OIL FILTER	140007	1.00	5.45
08/17/2012 08:22	Material	6390	AIR FILTER	140008	2.00	9.28
08/17/2012 08:22	Material	3818	FUEL FILTER	140009	1.00	15.09
					Total	924.60

113215	FA/CSY	VEH	SSTS521	09/04/2012	09/28/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/01/2012 10:49	Labor	5109	ALCEE, KENNEDY	-------	1.00	85.00
					Total	85.00
09/06/2012 15:10	Material	AR272	RELAY	141247	2.00	12.40
					Total	12.40

113862	FCI	VEH	SSTS521	09/27/2012	09/28/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/04/2012 14:37	Labor	5109	ALCEE, KENNEDY	-------	1.00	85.00
					Total	85.00

113938	FA/CSY	VEH	SSTS521	10/02/2012	10/30/2012

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/31/2012 10:49	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	10.00	850.00
					Total	850.00
10/26/2012 08:03	Material	49496	STOP LEAK A/C RED ANG	143897	1.00	21.22
10/23/2012 11:06	Material	801651	PAG OIL	143781	1.00	4.06
10/23/2012 11:06	Material	207317B	ORIFICE TUBE	143779	1.00	0.89
10/23/2012 11:06	Material	409889	FLUSH	143780	1.00	19.45
10/23/2012 11:06	Material	3707008	ACCUMULATOR	143777	1.00	25.43

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/23/2012 11:06	Material	3618159	COMPRESSOR	143778	1.00	118.89
10/05/2012 14:02	Material	409889	FLUSH	142857	1.00	19.45
10/05/2012 14:02	Material	801651	PAG OIL	142858	1.00	4.06
10/05/2012 14:01	Material	F7UZ19D784AA	PULLEY	142853	1.00	65.22
10/05/2012 14:01	Material	F5VY19D798A	FIELD A/C COMPRESOR.LOC N/S	142854	1.00	67.76
10/05/2012 14:01	Material	4R3Z19703A	COMPRESSOR	142855	1.00	244.29
10/05/2012 14:01	Material	6F1Z19D786AA	A/C CLUTCH	142856	1.00	48.85
10/05/2012 13:55	Material	5C2Z19C836AB	DRIER	142845	1.00	125.87
					Total	765.44

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
114903	FA/CSY	VEH	SSTS521	11/05/2012	11/21/2012

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
11/14/2012 08:16	Material	211004	SIGHT GLASS	144907	2.00	122.46
11/08/2012 09:38	Material	0022593	CONDENSER FAN	144750	2.00	243.20
11/08/2012 09:38	Material	140028800	DRIER	144751	2.00	93.88
11/08/2012 09:38	Material	120447	EXPANION VALVE	144752	2.00	51.20
					Total	510.74

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
115820	FTRANF	VEH	SSTS521	12/05/2012	09/20/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
12/06/2012 14:18	Material	H176	5/16 FUEL HOSE	145927	10.00	5.20
					Total	5.20

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
116601	FA/CSY	VEH	SSTS521	01/14/2013	01/14/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
01/14/2013 09:21	Extra Item	ELIO	ELIOS AUTO ELECTRIC	------	1.00	850.00
					Total	850.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
116839	FOVRHT	VEH	SSTS521	01/24/2013	04/11/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/11/2013 11:40	Labor	5102	BERRY, PATRICK	------	3.00	255.00
					Total	255.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/11/2013 11:44	Material	BS40436	REAR MAIN SEAL	151038	1.00	7.48
03/12/2013 10:04	Material	LT22575R16G	TIRE	149997	1.00	228.27
03/11/2013 07:50	Material	21734MP	OIL FILTER	149896	1.00	5.45
03/11/2013 07:49	Material	091314	BRK CLEAN	149894	2.00	5.32
03/11/2013 07:49	Material	NB22	WIPER BLADE	149892	2.00	3.44
03/11/2013 07:49	Material	15W40	OIL	149893	15.00	29.55
03/11/2013 07:48	Material	3818	FUEL FILTER	149891	1.00	15.09
					Total	294.60

124744	FADDO	VEH	SSTS521	05/09/2013	06/05/2013

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
06/05/2013 15:24	Labor	5102	BERRY, PATRICK	-------	1.00	85.00
					Total	85.00
05/14/2013 07:54	Material	15W40	OIL	152462	10.00	19.70
					Total	19.70

128286	FADDO	VEH	SSTS521	06/11/2013	06/21/2013

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
06/21/2013 15:48	Labor	5102	BERRY, PATRICK	-------	0.50	42.50
					Total	42.50
06/13/2013 13:55	Material	15W40	OIL	153487	8.00	15.76
					Total	15.76

129700	FLEAKW	VEH	SSTS521	08/05/2013	08/28/2013

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/28/2013 15:00	Labor	5109	ALCEE, KENNEDY	-------	22.50	1912.50
					Total	1912.50
08/28/2013 15:17	Material	35032	BRK FLUID	157538	1.00	3.85
08/27/2013 05:10	Material	SE5237	RIGHT REAR CALIPER	156757	1.00	45.73
08/27/2013 05:10	Material	SE5238	LEFT REAR CALIPER	156756	1.00	45.73
08/21/2013 07:54	Material	AGSF34FM	SPARK PLUG LOC. N/S	156498	2.00	10.90

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/21/2013 07:52	Material	1GAL	ANTIFREEZE	156495	2.00	16.88
08/21/2013 07:50	Material	15W40	OIL	156490	16.00	31.20
08/21/2013 07:50	Material	21734MP	OIL FILTER	156488	1.00	6.75
08/21/2013 07:50	Material	6390	AIR FILTER	156491	1.00	5.87
08/21/2013 07:50	Material	43546	WATER PUMP	156485	1.00	95.86
08/21/2013 07:50	Material	3818	FUEL FILTER	156489	1.00	18.86
08/21/2013 07:50	Material	139072303	TIRE	156486	6.00	1402.08
08/21/2013 07:43	Material	UP7299M	BRK PADS	156472	1.00	48.05
08/21/2013 07:42	Material	373195	THERMOSTAT	156469	1.00	7.89
08/21/2013 07:40	Material	1106	GASKET	156463	1.00	0.54
					Total	1740.19

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
133601	FADDO	VEH	SSTS521	10/02/2013	10/09/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/09/2013 15:44	Labor	5109	ALCEE, KENNEDY	-------	1.00	85.00
					Total	85.00
10/04/2013 09:56	Material	15W40	OIL	158305	5.00	9.75
					Total	9.75

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
133722	FADDO	VEH	SSTS521	10/07/2013	10/09/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
10/09/2013 13:44	Labor	5102	BERRY, PATRICK	-------	1.00	85.00
					Total	85.00
10/09/2013 13:45	Material	15W40	OIL	158834	4.00	7.80
					Total	7.80

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
134291	FTIRES	VEH	SSTS521	10/28/2013	11/01/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
11/01/2013 15:23	Labor	5102	BERRY, PATRICK	-------	1.00	85.00
					Total	85.00
10/29/2013 13:59	Material	15W40	OIL	159383	10.00	19.50
					Total	19.50

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
135011	FTIRES	VEH	SSTS521	11/20/2013	11/22/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
11/22/2013 13:34	Labor	5102	BERRY, PATRICK	-------	1.00	85.00
					Total	85.00
11/22/2013 07:48	Material	139072303	TIRE	160176	1.00	233.68
					Total	233.68

135046	FTRANS	VEH	SSTS521	11/21/2013	11/21/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
11/21/2013 16:21	Contractor	C&S	C&S AUTOMATIC TRANSMISSIONS	-------	1.00	225.00
					Total	225.00
11/21/2013 16:20	Extra Item	C & S	C&S AUTOMATIC TRANSMISSIONS	-------	1.00	1575.00
					Total	1575.00

135348	FADDO	VEH	SSTS521	12/05/2013	12/08/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
12/08/2013 11:26	Labor	5109	ALCEE, KENNEDY	-------	1.00	85.00
					Total	85.00
12/06/2013 11:04	Material	15W40	OIL	160601	6.00	11.70
					Total	11.70

135391	FFILTK	VEH	SSTS521	12/09/2013	12/18/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
12/18/2013 12:44	Labor	5102	BERRY, PATRICK	-------	1.00	120.00
					Total	120.00

135812	FALTER	VEH	SSTS521	12/19/2013	12/26/2013

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
12/26/2013 13:38	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	4.00	480.00
12/26/2013 13:38	Labor	5109	ALCEE, KENNEDY	-------	4.00	480.00
					Total	960.00
12/26/2013 13:41	Material	7565	BATTERY	161264	2.00	159.48
12/26/2013 13:41	Material	091314	BRK CLEAN	161385	2.00	5.38
12/26/2013 13:41	Material	1GAL	ANTIFREEZE	161382	1.00	9.02
12/26/2013 13:41	Material	2840A	COOLANT	161383	1.00	13.96
12/26/2013 13:41	Material	15W40	OIL	161267	7.00	13.65
12/26/2013 13:41	Material	7216	STARTING FLUID	161384	1.00	1.94
12/26/2013 13:41	Material	7709207	CABLE TIE	161381	2.00	2.74
12/26/2013 13:41	Material	19721	BRACKET	161272	1.00	2.53
12/26/2013 13:41	Material	47093	LIGHT / CLEARANCE LED AMBER 4	161273	1.00	10.03
					Total	218.73

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
136197	FADDO	VEH	SSTS521	01/08/2014	01/09/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
01/09/2014 12:25	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	1.00	120.00
					Total	120.00
01/09/2014 12:26	Material	15W40	OIL	161730	5.00	9.75
					Total	9.75

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
140898	FADDO	VEH	SSTS521	04/08/2014	04/11/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/11/2014 08:00	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	1.00	120.00
					Total	120.00
04/09/2014 10:55	Material	15W40	OIL	165564	4.00	7.80
					Total	7.80

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
142435	FADDO	VEH	SSTS521	05/19/2014	05/22/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
05/22/2014 08:00	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	1.00	120.00
					Total	120.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
05/22/2014 10:05	Material	75140	OIL	167390	1.00	2.61
					Total	2.61

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
143153	FADDO	VEH	SSTS521	06/06/2014	06/06/2014

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
06/06/2014 15:07	Labor	5102	BERRY, PATRICK	------	1.00	120.00
					Total	120.00
06/06/2014 15:07	Material	1GAL	ANTIFREEZE	168015	1.00	8.77
06/06/2014 15:07	Material	15W40	OIL	168014	5.00	9.75
					Total	18.52

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
143976	FADDO	VEH	SSTS521	06/27/2014	09/30/2014

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/30/2014 09:06	Labor	5112	ACOSTA, ALEXIS	------	1.00	120.00
					Total	120.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
144189	FADDO	VEH	SSTS521	07/07/2014	07/13/2014

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
07/13/2014 12:52	Labor	5102	BERRY, PATRICK	------	1.00	120.00
					Total	120.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
144396	FADDO	VEH	SSTS521	07/10/2014	07/11/2014

Costs Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
07/11/2014 09:07	Labor	5109	ALCEE, KENNEDY	------	1.00	120.00
					Total	120.00
07/11/2014 09:07	Material	773780	PREM BLUE OIL	169570	1.00	11.99
					Total	11.99

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
145281	FTIRE	VEH	SSTS521	07/25/2014	08/08/2014

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/08/2014 09:44	Labor	5109	ALCEE, KENNEDY	-------	25.00	3000.00
					Total	3000.00
08/08/2014 09:44	Material	1GAL	ANTIFREEZE	170824	1.00	8.19
08/08/2014 09:44	Material	7652677	ULTRA GREY	170822	1.00	4.92
08/08/2014 09:44	Material	1U2Z14S411NA	WIRE ASSY	170901	1.00	28.73
08/08/2014 09:44	Material	BR223	RESISTOR	170911	1.00	16.58
08/08/2014 09:44	Material	HC309	SWITCH	170910	1.00	10.08
08/08/2014 09:44	Material	75122	OIL	170821	1.00	10.99
08/08/2014 09:44	Material	6552418	BLW MRT	170909	1.00	27.45
08/08/2014 09:44	Material	540061801	CONDENSER FAN	171091	2.00	349.86
08/08/2014 09:44	Material	ZZHK479	PROGRAM/SOFTWARE	172384	1.00	117.98
08/05/2014 10:29	Material	F81Z9N332AA	COUPLING ELBOW	170646	1.00	12.41
08/05/2014 10:28	Material	YC3Z6619BA	GASKET	170644	1.00	13.75
08/05/2014 10:28	Material	F81Z9J323E	TUBE ASSY	170641	1.00	135.78
08/05/2014 10:28	Material	F81Z9N332AA	COUPLING ELBOW	170642	1.00	12.41
08/05/2014 10:28	Material	F81Z9C402AA	ELBOW	170639	2.00	59.14
08/05/2014 10:28	Material	YC3Z9J323E	TUBE ASSY	170640	1.00	1.00
08/05/2014 10:17	Material	091314	BRK CLEAN	170617	1.00	3.17
08/05/2014 10:01	Material	2C3Z9G804AB	O RING	170600	1.00	33.30
08/05/2014 10:01	Material	F6TZ9417AA	GASKET	170601	1.00	32.51
08/05/2014 10:01	Material	F81Z9C387BA	O RING	170599	1.00	21.91
08/05/2014 09:53	Material	F00K108832235E	SCANNER SOFTWARE	170575	1.00	149.75
07/30/2014 14:14	Material	139072303	TIRE	170308	2.00	488.56
07/30/2014 14:14	Material	75122	OIL	170314	4.00	45.04
07/30/2014 14:14	Material	091314	BRK CLEAN	170312	2.00	6.34
07/30/2014 14:14	Material	NB22	WIPER BLADE	170313	2.00	5.66
07/30/2014 14:14	Material	3818	FUEL FILTER	170311	1.00	19.47
07/30/2014 14:14	Material	21734MP	OIL FILTER	170309	1.00	6.75
07/30/2014 14:14	Material	6390	AIR FILTER	170310	2.00	11.74
07/30/2014 14:13	Material	UP7535SD	BRK PAD	170305	1.00	40.95
07/30/2014 14:13	Material	LE5237	BRK CALIPER	170307	1.00	68.19
07/30/2014 14:13	Material	LE5238	BRK CALIPER	170306	1.00	68.19
07/30/2014 14:13	Material	HB9149	RADIUS BUSHIN	170304	2.00	17.78
					Total	1828.58

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
145624	FA/CSY	VEH	SSTS521	08/05/2014	08/08/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/08/2014 09:12	Labor	5109	ALCEE, KENNEDY	-------	6.50	780.00
					Total	780.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/08/2014 09:12	Material	ZX3030	FREON,GAS	170938	1.00	110.00
					Total	110.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
145780	FLEAKW	VEH	SSTS521	08/12/2014	08/19/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
08/19/2014 10:20	Labor	5109	ALCEE, KENNEDY	-------	6.50	780.00
					Total	780.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
146479	FTIRE	VEH	SSTS521	09/04/2014	09/08/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/08/2014 11:11	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	2.00	240.00
					Total	240.00
09/08/2014 11:11	Material	139072303	TIRE	172247	1.00	244.28
					Total	244.28

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
147439	FCOOLA	VEH	SSTS521	09/24/2014	09/25/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
09/25/2014 12:01	Labor	5103	JEAN-JOSEPH, JACQUELIN	------	4.00	480.00
					Total	480.00
09/25/2014 12:01	Material	2590	RADIATOR	173070	1.00	150.96
09/25/2014 12:01	Material	1GAL	ANTIFREEZE	173071	2.00	17.54
09/25/2014 12:01	Material	75200	TRANS FLUID	173081	2.00	5.46
					Total	173.96

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
148894	FEXHSY	VEH	SSTS521	11/07/2014	11/09/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
11/09/2014 10:27	Labor	5114	LASSETER, A. D.	------	1.00	120.00
					Total	120.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
11/09/2014 10:36	Material	35103	HANGER MUFFLER	175146	1.00	6.21
					Total	6.21

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
149236	FOVRHT	VEH	SSTS521	11/19/2014	12/16/2014

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
12/16/2014 18:53	Labor	5103	JEAN-JOSEPH, JACQUELIN	-------	20.50	2460.00
12/16/2014 18:53	Labor	5114	LASSETER, A. D.	-------	6.00	720.00
					Total	3180.00
12/16/2014 18:56	Material	NB22	WIPER BLADE	176312	2.00	6.00
12/16/2014 18:56	Material	75200	TRANS FLUID	176322	4.00	10.92
12/16/2014 18:56	Material	139072303	TIRE	176321	3.00	752.64
12/16/2014 18:56	Material	40244	LAMP	176315	1.00	5.76
12/16/2014 18:56	Material	F81Z9D930AB	WIRE ASSY	176143	2.00	139.36
12/16/2014 18:56	Material	F81Z6K854EA	EXH PIPE	176274	1.00	45.54
12/16/2014 18:56	Material	F4TZ6K854C	GASKET	176275	1.00	14.01
12/15/2014 07:44	Material	75122	OIL	175795	3.00	33.78
12/15/2014 07:43	Material	1GAL	ANTIFREEZE	175792	2.00	17.54
12/15/2014 07:42	Material	75123	OIL	175789	3.00	8.25
12/15/2014 07:41	Material	21734MP	OIL FILTER	175786	1.00	6.75
12/15/2014 07:30	Material	7051051	CLAMP	175779	1.00	0.81
12/12/2014 08:59	Material	3818	FUEL FILTER	175717	1.00	19.47
12/10/2014 11:38	Material	7216	STARTING FLUID	175552	1.00	1.94
12/10/2014 11:37	Material	8300	SILICONE	175551	1.00	2.80
12/09/2014 11:35	Material	AP63804AE	V8 PRIME FUEL INJECTOR	175445	1.00	266.18
12/09/2014 11:34	Material	AP63803AD	V8 PRIME FUEL INJECTOR	175444	7.00	1863.26
					Total	3195.01

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
151125	E-TRBL	VEH	SSTS521	02/03/2015	02/09/2015

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
02/03/2015 11:21	Labor	5109	ALCEE, KENNEDY	-------	2.50	300.00
02/03/2015 11:21	Labor	5114	LASSETER, A. D.	-------	1.00	120.00
					Total	420.00
02/09/2015 11:21	Material	1GAL	ANTIFREEZE	178502	1.00	8.77
02/09/2015 11:21	Material	7304945	HEATER CONNECTOR	178500	1.00	6.86
02/09/2015 11:21	Material	75122	OIL	178501	1.00	9.99

City of Miramar Public Work/Utilities
13900 Pembroke Road
Miramar, FL 33027
(954)883-6831 Fax (954)602-3434

Cost Summary Detail

Report Date 12/11/2015 11:29 AM Submitted By

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
02/09/2015 11:21	Material	7051051	CLAMP	178497	1.00	0.81
					Total	26.43

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
151837	FCOOLA	VEH	SSTS521	03/23/2015	04/07/2015

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/07/2015 16:07	Labor	5109	ALCEE, KENNEDY	------	4.00	480.00
					Total	480.00
04/06/2015 09:39	Material	1GAL	ANTIFREEZE	180619	1.00	8.86
					Total	8.86

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
151979	E-ACRP	VEH	SSTS521	04/08/2015	04/09/2015

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
04/09/2015 11:32	Labor	5102	BERRY, PATRICK	------	3.00	360.00
					Total	360.00

Work Order #	Activity	Asset Type	Unit ID	Initiated	Completed
152253	FA/CSY	VEH	SSTS521	05/12/2015	06/03/2015

Costs

Charge Date	Type	Item	Description	Issue Trans #	Qty/Usage	Cost
05/29/2015 16:13	Labor	5109	ALCEE, KENNEDY	------	11.00	1320.00
					Total	1320.00
06/03/2015 07:48	Material	19200R	LAMP / SEALED DOUBLE 19200R	183684	1.00	1.95
06/03/2015 07:48	Material	G1388205	STRAP	183573	1.00	17.78
06/03/2015 07:48	Material	19721	BRACKET	183682	1.00	1.95
06/03/2015 07:48	Material	TA11S3002	CONDENSER FAN	183572	1.00	84.93
					Total	106.61

61750.13

Grand Total: 61750.13

End of Report

ORDER FORM – PAGE ONE

CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.

AGENCY NAME **CITY OF MIRIMAR** **DATE:** **12/11/2015**

PURCHASE ORDER NUMBER: _____

CONTACT: **Mr. Clarence W. Turner, 954-889-2708 / 954-404-3952, cwturner@miramarfl.gov**

April 2015

Item			Unit Cost	Quantity	Total Cost
Base Vehicle Type					
Ford	11500 GVWR 21' 5.4 Gas		$56,886		$0
Ford	11500 GVWR 21' 6.8 V10 Gas		$57,466		$0
Chevrolet SPT	12300 GVWR 21' 6.0 Gas		$59,990		$0
	22' Option	*add*	$300		$0
Chevrolet TTN	12300 GVWR 22' 6.0 Gas		$59,109		$0
	23' Option	*add*	$425		$0
Ford	12500 GVWR 22' 5.4 Gas		$58,156		$0
	23' Option	*add*	$525		$0
Chevrolet	14200 GVWR 22' 6.0 Gas		$60,560		$0
	23' Option	*add*	$425		$0
	24' Option	*add*	$850		$0
	25' Option	*add*	$1,900		$0
Ford	14500 GVWR 22' 6.8 V10 Gas		$59,403		$0
	23' Option	*add*	$525		$0
	24' Option	*add*	$1,050		$0
	25' Option	*add*	$1,575		$0
Ford	16500 GVWR 25' 6.8 V10 Gas		$73,062		$0
	26' Option	*add*	$150		$0
	27' Option	*add*	$5,517		$0
Ford	18000 GVWR 25' 6.8 V10 Gas		$74,025		$0
	26' Option	*add*	$150		$0
	27' Option	*add*	$5,517		$0
	28' Option	*add*	$5,667		$0
	29' Option	*add*	$5,817		$0
Ford	19500 GVWR 25' 6.8 V10 Gas		$75,534	1	$75,534
	26' Option	*add*	$150		$0
	27' Option	*add*	$5,517		$0
	28' Option	*add*	$5,667		$0
	29' Option	*add*	$5,817	1	$5,817
Freightliner	26000 GVWR 30' 6.7 ISB Diesel		$117,111		$0
	31' Option	*add*	$250		$0
	32' Option	*add*	$500		$0
	33' Option	*add*	$750		$0
	34' Option	*add*	$2,035		$0
	35' Option	*add*	$2,285		$0
	36' Option	*add*	$2,535		$0
	37' Option	*add*	$2,785		$0
	38' Option	*add*	$3,035		$0
	40' Option	*add*	$3,285		$0
PAGE ONE SUB-TOTAL			**----**	**----**	$81,351

ORDER FORM – PAGE TWO
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.

April 2015

Item	Unit Cost	Qty	Total Cost
Paint Scheme Choices			
Scheme #1 11,500 to 14,500 = ($700); 16,500 to 26,000 = ($800)	See Item		
Scheme #2 11,500 to 14,500 = ($465); 16,500 to 26,000 = ($565)	See Item		NONE
Scheme #3 11,500 to 14,500 = ($400); 16,500 to 26,000 = ($500)	See Item		
Base Seating (Freedman)			
Standard Seat *(per person)*	$225	20	4,500.00
Foldaway Seat *(per person)*	$384	4	1,536.00
Children's Seat *(per person)*	$450		0.00
Flat Floor	$800		
Securement Systems			
Q'Straint QRTMAX securement *(per position)*	$510	2	1,020.00
Sure-Lok Titan securement *(per position)*	$575		0.00
Seat belt extensions *(2-sets standard)*	$18		0.00
Side Wheelchair Lift Choices			
Braun Model NCL919IB-2 (or latest) Century	$3,455		0.00
Braun Millennium	$3,655		0.00
Braun 1000 lb	$3,755		0.00
~~Maxon Model WL-6A3353 (or latest)~~	~~$3,455~~		0.00
Ricon Model S5510 (or latest)	$3,455		0.00
Ricon 1000 lb	$3,730		0.00
Rear Wheelchair Lift Choices			
Ricon Klear-View lift **(prior approval from FDOT required)**	$3,455	1	3,455.00
Braun model NVL917IB lift **(prior approval from FDOT required)**	$3,455		0.00
Optional Engines			
Diesel engine meeting current EPA requirements			
12300, 14200 Chevy diesel option 6.6	$11,852		0.00
F450-550 Ford diesel option 6.7 PS	$6,730		0.00
Engine Prep: Gaseous fuel delivery	$256		
Ford 14,500 GVWR Chassis 2 tank propane (+41GGE) Roush	$15,900		
Compressed Natural Gas (CNG) Engine meeting current EPA requirements Size:___ Make:___ Manufacturer:___GAS___	$25,500		0.00
Aluminum wheels (Excluding Chevrolet) E350/450 = ($1,540); (F450/550=$1,936); Freightliner = ($2,024)	See Item		
Stainless steel wheel liners / inserts, front and rear wheels E350/450 and Chevy 3500/4500 = ($132); (F450/550=$176); Freightliner =	See Item	1	176.00
PAGE TWO SUB-TOTAL	**----**	**----**	10,687.00

ORDER FORM – PAGE THREE
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.

April 2015

Item	Unit Cost	Qty	Total Cost
Fire Suppression			
Amerex Small Vehicle System automatic fire suppression system: 14,500 and lower = (Add $494), 16,500-19,500 = (Add $230), 26,000 = (Add $98)	See Item		
Kidde Automatic Fire Detection and Suppression System: 14,500 and lower = (Deduct $22), 16,500-19,500 = (Add $264), 26,000 = (Add $418)	See Item		
Route/Head Signs			
Transign manually operated roller curtain type sign	$900		0.00
TwinVision *"Elyse"* software electronic destination system	$4,900		0.00
TwinVision *"Mobi-Lite"* electronic destination sign	$2,700		0.00
Transign "Vista Star" electronic destination sign	$1,850	2	3,700.00
Transign LLC 2-digit Block / Run Number box unit	$285		0.00
Transign LLC3-digit Block / Run Number box unit	$300		0.00
Transign LLC passenger *"**STOP REQUESTED**"* sign	$175		0.00
Camera Systems			
SEON 2 camera security system	$1,725		0.00
REI 2 camera security system	$1,310		0.00
Gatekeeper 2 camera security system	$1,595		0.00
AngelTrax 2 camera security system	$1,965	2	3,930.00
Apollo 2 camera security system	$3,696		0.00
247 2 camera security system	$1,440		0.00
Price for single replacement camera	$278		0.00
Other Options Available			
Altro Transflor slip resistant vinyl flooring E350/450 and Chevy 3500/4500 = ($235); F450/550 and Freightliner = ($365)	See Item		
Driver Safety Partition	$145	1	145.00
Bentec Powder-Coated handrails and stanchions *(yellow)*	$132		0.00
Exterior remote controlled mirrors E350/450 and Chevy 3500/4500 = ($205); F450/550 = ($278)	See Item		
Romeo Rim HELP rear bumper E350/450 and Chevy 3500/4500 = ($568); F550 and Freightliner = ($1,170)	See Item		
HawKEye Reverse Assistance System	$400	1	400.00
PAGE THREE SUB-TOTAL	**----**	**----**	8,175.00

ORDER FORM – PAGE FOUR
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.

April 2015

Item	Unit Cost	Qty	Total Cost
Reverse camera and monitor backing system: Manufacturer_____ Systems One_____	$308		0.00
Air purification system	$3,080		0.00
"Mentor Ranger" in vehicle computer	$3,916		0.00
REI Public Address System	$352	1	352.00
Upgrade the standard vehicle AM/FM Radio	Standard		
Avail MDT - includes Para Transit Kit #FC-2012 - Driver Interface, Communications, Interface Expansion Box (IEB), Emergency Alarm, and Navigational Assistance Unit	$14,940		0.00
Child Check System	$275	1	275.00
Optional Seating			
Freedman Featherweight High Back standard seats (per seat)	$255		0.00
Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	$10	25	250.00
Upgrade interior side wall panels with Nanocide E350/450 and Chevy 3500/4500 = ($924); F450/F550 and Freightliner = ($1,540)	See Item		
USSC Evolution G2E with pedestal	$980		0.00
Freedman Sport Driver seat with Relaxor	$540		0.00
Stretcher Securement System	$895		0.00
Replacement Stretcher bed (only)	$12,375		0.00
Thermo King A/C SLR rooftop system			
Ford 11,500	$3,687.00		0.00
Chevy SPT	$2,909.00		0.00
Chevy TTN, Chevy 14,200-22'/23'	$3,087.00		0.00
Ford 12,500/14,500	$3,858.00		0.00
Chevy 14,200-24'/25'	$5,517.00		0.00
Ford 16,500, 18,000, 19,500---25' and 26'	$11,725.00		0.00
Ford 16,500, 18,000, 19,500---27' and 28' and 29'	$8,303.00		0.00
Freightliner-30' through 34'	$7,591.00		0.00
Freightliner-35' through 40'	$7,256.00		0.00
PAGE FOUR SUB-TOTAL	**----**	**----**	877.00
PAGE FOUR SUB-TOTAL *(sub-total of fourth page)*			877.00
PAGE THREE SUB-TOTAL *(sub-total of third page)*			8,175.00
PAGE TWO SUB-TOTAL *(sub-total of second page)*			10,687.00
PAGE ONE SUB-TOTAL *(sub-total of first page)*			81,351.00
GRAND TOTAL *(sum of pages 1, 2, 3, and 4 sub-totals)*			101,090.00

CHOICES FORM

CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC

SEATING AND FLOORING CHOICES

Seating Colors: (circle one)	Blue	Gray	Beige	
Flooring Colors: (circle one)	Blue	Gray	Beige	Black
Paint Scheme: (circle one)	#1	#2	#3	Other - **None**

Paint Schemes Note: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

Upholstery Information-Vinyl Colors Available:

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

WHEELCHAIR LIFT CHOICE

Wheelchair Lift: (circle one) Braun Ricon Maxon

SECUREMENT RETRACTOR CHOICE

W/C Securement: (circle one) Sure-Lok Titan Q'Straint QRTMAX

Updated April 2015

GETAWAY BUS, LLC
REPRESENTING
GLAVAL BUS, INC.

ORDER PACKET

Contract #TRIPS-11-CA-GB
Cutaway Type Vehicles

Updated April 2015

CONTRACT #TRIPS-11-CA-GB

ORDER PACKET FOR

GLAVAL CUTAWAY TRANSIT VEHICLES

Getaway Bus, LLC

General Information

The Transit Research Inspection Procurement Services Program (TRIPS) issued Proposal #TRIPS-11-CA-RFP to establish a series of state contracts for the purchase of Body on Chassis Cutaway Type Vehicles. Through this process six contracts were awarded to six different vendors each representing a vehicle manufacturer.

This Order Packet is for Contract #TRIPS-11-CA-GB, which was awarded to Getaway Bus, LLC on January 10, 2012 to provide Glaval Cutaway Type Vehicles in various lengths and on various chassis' and chassis sizes.

This Order Packet contains the necessary instructions and forms for agencies to place an order with Getaway Bus, LLC to purchase these vehicles. This Order Packet also provides guidance and clarity on the relationships between the seller, the buyer, and Florida DOT's TRIPS program.

The complete Contract #TRIPS-11-CA-GB is accessible from the TRIPS website http://www.tripsflorida.org and contains the following sections:

- **Part 1** - General Requirements and Conditions, and Contractual Provisions *(Including all U.S. DOT Federal Transit Administration certifications)*
- **Part 2** - Technical Specifications
- **Part 3** - Options
- **Part 4** - Quality Assurance Provisions
- **Part 5** - Warranty Provisions
- **Part 6** - Paint Schemes

For further information on the TRIPS program and Contract #TRIPS-11-CA-GB, please contact either Edward Bart (813-974-6693) or Lazara Stinnette (813-974-0695) at the University of South Florida, Center for Urban Transportation Research (CUTR).

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Vendor Information

To place an order for a vehicle under Contract #TRIPS-11-CA-GB, contact Bill Gould at Getaway Bus, LLC:

- **Address:** 1610A 12th Street East, Palmetto, FL 34221
- **Telephone #:** (941) 747-5486
- **Fax #:** (941) 746-8834
- **Email:** billgould@getawaybus.com
- **Contact Person:** Bill Gould, Cell (941) 809-6308 or Susan Gould susangould@getawaybus.com Cell (941)809-6287

Procedures for Ordering

The following sections provide guidance to be used by the vendor and the agencies in the ordering, delivery, acceptance and payment for vehicles procured under this contract. All parties are advised to fully review the full contract document available on the TRIPS website. Contract #TRIPS-11-CA-GB will be the governing document.

Agencies should understand that each order placed with and acknowledged by Getaway Bus, LLC constitutes a contract between the purchaser and Getaway Bus, LLC only. The contract implies no duties or responsibilities by the University of South Florida, Center for Urban Transportation Research, or the Florida Department of Transportation. The terms and conditions of this contract are to be administered and enforced by and between the ordering agency and the vendor.

ORDERING INSTRUCTIONS

Agencies must utilize the order forms in this Order Packet to place their orders. Agencies are encouraged to contact and work closely with Getaway Bus, LLC in finalizing their orders, to fully understand the options available, to select the floor plans and seating selections, the paint schemes, and any special options or conditions that may impact the final order and purchase price. Please submit a separate order form for each vehicle ordered.

Contract #TRIPS-11-CA-GB is to provide Glaval Cutaway Type Vehicles in various lengths, chassis', and chassis sizes. Among the standard components of this vehicle are:

- Chevrolet/GM, Ford, and Freightliner chassis'
- Various engine sizes and configurations, to include CNG
- Heavy duty transmission
- Fire Suppression system
- Electric door operation
- Multiple floor layouts and seating options
- Choice of wheelchair lift types and models, and securement systems
- Optional stretcher securement system

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- Several standard paint schemes and options
- Several other options

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. A wide variety of floor plans are available. Agencies should work closely with Getaway Bus, LLC to develop and finalize their floor layout plans. Based upon this consultation, Getaway Bus, LLC will develop a proposed floor plan based on the Agency's needs and fax a copy of the plan to the Agency for verification and approval.

The Order Packet also includes illustrations of the basic vehicle paint schemes and the description of the available options to assist the Agency in completing your orders.

Included in this Order Packet are the following forms and information:

- Order Form that provides:
  - Base vehicle prices
  - Unit seating and wheelchair station prices
  - Paint scheme options and prices
  - Individual option and prices
  - Sample choice forms
- Sample Order Form – providing an example as how to complete the order form
- Description of Options
- Available Paint Schemes

Please submit a separate order form for each vehicle ordered. After determining the length of bus, floor plan, paint scheme and desired individual options, to complete the order form place the number of items in the corresponding quantity column. Multiply the dollar figure in the cost column by the number of items in the quantity column to calculate a total cost for that item. Enter that amount in the total cost column. Add the total cost column amounts together to arrive at the grand total for the vehicle. The grand total will be the figure used on the Agency's purchase order.

Unless your vehicle is funded in part by the FTA Section 5310 grant program, the Agency deals directly with Getaway Bus, LLC

Once the details of the order are finalized, an Agency purchase order must accompany all orders placed with Getaway Bus, LLC for those vehicles not funded by the FTA Section 5310 grant program.

For all vehicles funded through the FTA Section 5310 grant program, a copy of the completed order form and either an Agency purchase order or a check for the Agency's portion payable to Getaway Bus, LLC must be emailed, faxed, or mailed to the CUTR 5310 Administrative Specialist:

Ms. Lazara Stinnette

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TRIPS 5310 Administrative Specialist
USF-CUTR
4202 E. Fowler Avenue – CUT100
Tampa, Florida 33620
Telephone: (813) 974-0695
Fax: (813) 974-5168
Email: lstinnette@cutr.usf.edu

The TRIPS 5310 Administrative Specialist will verify the order accuracy, complete the request for the FDOT share, and forward the request to Tallahassee for the FDOT purchase order. When the FDOT purchase order number is assigned, the TRIPS 5310 Administrative Specialist will place the order with Getaway Bus, LLC and notify the Agency of its status.

Getaway Bus, LLC will provide written confirmation to the Agency and/or CUTR of the receipt of the order within seventy-two (72) hours of receiving the order with purchase order. At a minimum, the acknowledgement of the order will contain:

- The Agency's purchase order number
- The date the order was received
- The date the order was placed with the manufacturer
- The production and VIN number when available
- The estimated delivery date (when available)

DELIVERY

Completed units must be delivered to Agency within ninety (90) days from receipt of chassis or purchase order, whichever occurs last.

In the event of delay in completion of the delivery of vehicles beyond the date specified in the contract, in addition to any granted extensions agreed to in writing by the Agency, the Agency may assess as liquidated damages, twenty five dollars ($25.00) per calendar day per vehicle.

Each vehicle purchased through the TRIPS shall be routed to the FDOT's Springhill Inspection Facility, located in Tallahassee, Florida, for an inspection prior to delivery to Getaway Bus, LLC.

Getaway Bus, LLC should see that all noted write-ups are corrected prior to final delivery to the procuring agency. This inspection by the TRIPS is not represented as being "all inclusive" and in no way relieves the dealer from the required Pre-Delivery Inspection (PDI).

Prior to the vehicle(s) being delivered, Getaway Bus, LLC must perform a PDI. Upon completion of a PDI, Getaway Bus, LLC will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchasing Agency and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time.

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The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

- Manufacturer's Certificate of Origin
- Application for Certificate of Title
- Bill of Sale
- Warranty Papers (forms, policy, procedures)
- Maintenance Schedule
- Operators' manual
- Invoice (To include contract number, P.O. number, VIN#, and agency name)

FINAL ACCEPTANCE

Delivery of the vehicle(s) by Getaway Bus, LLC does not constitute acceptance by the Agency. The vehicle will be considered "accepted" upon passing the inspection and issuance of an acceptance letter by the Agency.

The terms of the contract state that an Agency has ten (10) calendar days after receiving the vehicle(s) to perform the Post Delivery Inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Getaway Bus, LLC and the Florida DOT District Office contact. The "Letter of Rejection" will state and describe the areas to be found in noncompliance with the bid specifications, incompleteness, or any defective or damaged parts.

A vehicle should be rejected if any items are missing, defective, altered, incorrect, or incomplete. In the event a vehicle(s) is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replaced by Getaway Bus, LLC New parts will be furnished and installed by Getaway Bus, LLC at no cost to the Agency. If there is work involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made by an approved firm in accordance to the warranty provisions of the contract.

Placing the vehicle(s) in revenue service will automatically constitute "acceptance". In such circumstances, a "Letter of Acceptance" should still be sent to Getaway Bus, LLC.

Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

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PAYMENT

For vehicle purchased without funding from the FTA Section 5310 grant program, the Agency should complete all necessary paperwork and submit its request to process the Agency purchase order payment within five (5) days after the delivery and/or acceptance of the vehicle.

For all vehicles funded through the FTA Section 5310 grant program, the Agency should approve and process its purchase order to allow a check for the Agency amount to be sent to Getaway Bus LLC, 1610A 12th Street East, Palmetto, FL 34221 for its share of the vehicle. If, instead of a purchase order, a check was provided at the order request time, forward all invoices to the CUTR 5310 Administrative Specialist along with the acceptance letter.

Upon receipt of the Agency's portion of the vehicle, Getaway Bus, LLC will contact the CUTR 5310 Administrative Specialist with a request to process the FDOT purchase order payment approval.

The total purchase price should be paid in full within sixty (60) days after acceptance of each vehicle. Agencies should note that failure to meet the net 60-day payment terms could result in the assessment of interest and other penalties. Terms are those shown in Price Proposal Form F of the contract document. A 2% monthly service charge will be added to all past due accounts.

Updated April 2015

EXHIBIT A

ORDER FORM

Updated April 2015

ORDER FORM – PAGE ONE
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

AGENCY NAME: _____ **DATE:** _____

PURCHASE ORDER NUMBER: _____

CONTACT PERSON: _____
(Name, Telephone Number and Email Address)

April 2015

Item					Unit Cost	Quantity	Total Cost
Base Vehicle Type							
Ford	11500 GVWR	21'	5.4 Gas		$56,886		
Ford	11500 GVWR	21'	6.8 V10 Gas		$57,466		
Chevrolet SPT	12300 GVWR	21'	6.0 Gas		$59,990		
			22' Option	*add*	$300		
Chevrolet TTN	12300 GVWR	22'	6.0 Gas		$59,109		
			23' Option	*add*	$425		
Ford	12500 GVWR	22'	5.4 Gas		$58,156		
			23' Option	*add*	$525		
Chevrolet	14200 GVWR	22'	6.0 Gas		$60,560		
			23' Option	*add*	$425		
			24' Option	*add*	$850		
			25' Option	*add*	$1,900		
Ford	14500 GVWR	22'	6.8 V10 Gas		$59,403		
			23' Option	*add*	$525		
			24' Option	*add*	$1,050		
			25' Option	*add*	$1,575		
Ford	16500 GVWR	25'	6.8 V10 Gas		$73,062		
			26' Option	*add*	$150		
			27' Option	*add*	$5,517		
Ford	18000 GVWR	25'	6.8 V10 Gas		$74,025		
			26' Option	*add*	$150		
			27' Option	*add*	$5,517		
			28' Option	*add*	$5,667		
			29' Option	*add*	$5,817		
Ford	19500 GVWR	25'	6.8 V10 Gas		$75,534		
			26' Option	*add*	$150		
			27' Option	*add*	$5,517		
			28' Option	*add*	$5,667		
			29' Option	*add*	$5,817		
Freightliner	26000 GVWR	30'	6.7 ISB Diesel		$117,111		
			31' Option	*add*	$250		
			32' Option	*add*	$500		
			33' Option	*add*	$750		
			34' Option	*add*	$2,035		
			35' Option	*add*	$2,285		
			36' Option	*add*	$2,535		
			37' Option	*add*	$2,785		
			38' Option	*add*	$3,035		
			40' Option	*add*	$3,285		
PAGE ONE SUB-TOTAL					**----**	**----**	

Updated April 2015

ORDER FORM – PAGE TWO
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

April 2015

Item	Unit Cost	Qty	Total Cost
Paint Scheme Choices			
Scheme #1 11,500 to 14,500 = ($700); 16,500 to 26,000 = ($800)	See Item		
Scheme #2 11,500 to 14,500 = ($465); 16,500 to 26,000 = ($565)	See Item		
Scheme #3 11,500 to 14,500 = ($400); 16,500 to 26,000 = ($500)	See Item		
Base Seating (Freedman)			
Standard Seat *(per person)*	$225		
Foldaway Seat *(per person)*	$384		
Children's Seat *(per person)*	$450		
Flat Floor	$800		
Securement Systems			
Q'Straint QRTMAX securement *(per position)*	$510		
Sure-Lok Titan securement *(per position)*	$575		
Seat belt extensions *(2-sets standard)*	$18		
Side Wheelchair Lift Choices			
Braun Model NCL919IB-2 (or latest) Century	$3,455		
Braun Millennium	$3,655		
Braun 1000 lb	$3,755		
~~Maxon Model WL-6A3353 (or latest)~~	~~$3,455~~		
Ricon Model S5510 (or latest)	$3,455		
Ricon 1000 lb	$3,730		
Rear Wheelchair Lift Choices			
Ricon Klear-View lift **(prior approval from FDOT required)**	$3,455		
Braun model NVL917IB lift **(prior approval from FDOT required)**	$3,455		
Optional Engines			
Diesel engine meeting current EPA requirements			
12300, 14200 Chevy diesel option 6.6 Duramax	$11,852		
F450-550 Ford diesel option 6.7 PS Diesel	$6,730		
Engine Prep: Gaseous fuel delivery	$256		
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush	$15,900		
Compressed Natural Gas (CNG) Engine meeting current EPA requirements Size:_____Make:_____Manufacturer:__GAS_____	$25,500		
Aluminum wheels (Excluding Chevrolet) E350/450 = ($1,540); (F450/550=$1,936); Freightliner = ($2,024)	See Item		
Stainless steel wheel liners / inserts, front and rear wheels E350/450 and Chevy 3500/4500 = ($132); (F450/550=$176); Freightliner = ($352)	See Item		
PAGE TWO SUB-TOTAL	**----**	**----**	

Updated April 2015

ORDER FORM – PAGE THREE
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

April 2015

Item	Unit Cost	Qty	Total Cost
Fire Suppression			
Amerex Small Vehicle System automatic fire suppression system: 14,500 and lower = (Add $494), 16,500-19,500 = (Add $230), 26,000 = (Add $98)	See Item		
Kidde Automatic Fire Detection and Suppression System: 14,500 and lower = (Deduct $22), 16,500-19,500 = (Add $264), 26,000 = (Add $418)	See Item		
Route/Head Signs			
Transign manually operated roller curtain type sign	$900		
TwinVision *"Elyse"* software electronic destination system	$4,900		
TwinVision *"Mobi-Lite"* electronic destination sign	$2,700		
Transign "Vista Star" electronic destination sign	$1,850		
Transign LLC 2-digit Block / Run Number box unit	$ 285		
Transign LLC3-digit Block / Run Number box unit	$ 300		
Transign LLC passenger *"**STOP REQUESTED**"* sign	$175		
Camera Systems			
SEON 2 camera security system	$ 1,725		
REI 2 camera security system	$ 1,310		
Gatekeeper 2 camera security system	$1595		
AngelTrax 2 camera security system	$1965		
Apollo 2 camera security system	$3,696		
247 2 camera security system	$1,440		
Price for single replacement camera	$ 278		
Other Options Available			
Altro Transflor slip resistant vinyl flooring E350/450 and Chevy 3500/4500 = ($235); F450/550 and Freightliner = ($365)	See Item		
Driver Safety Partition	$ 145		
Bentec Powder-Coated handrails and stanchions *(yellow)*	$132		
Exterior remote controlled mirrors E350/450 and Chevy 3500/4500 = ($205); F450/550 = ($278)	See Item		
Romeo Rim HELP rear bumper E350/450 and Chevy 3500/4500 = ($568); F550 and Freightliner = ($1,170)	See Item		
HawKEye Reverse Assistance System	$400		
PAGE THREE SUB-TOTAL	**----**	**----**	

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ORDER FORM – PAGE FOUR
CONTRACT #TRIPS-11-CA-GB
GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

April 2015

Reverse camera and monitor backing system: *Manufacturer*_____Systems One_____	$308		
Air purification system	$3080		
"Mentor Ranger" in vehicle computer	$3,916		
REI Public Address System	$ 352		
Upgrade the standard vehicle AM/FM Radio	Standard		
Avail MDT – Includes Para Transit Kit #FC-2012 – Driver Interface, Communications, Interface Expansion Box (IEB), Emergency Alarm, and Navigational Assistance Unit	$14,940		
Optional Seating			
Freedman Featherweight High Back standard seats (per seat)	$ 255		
Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	$10		
Upgrade interior side wall panels with Nanocide E350/450 and Chevy 3500/4500 = ($924); F450/F550 and Freightliner = ($1,540)	See Item		
USSC Evolution G2E with pedestal	$980		
Freedman Sport Driver seat with Relaxor	$540		
Stretcher Securement System	$895		
Replacement Stretcher bed (only)	$12,375		
Thermo King A/C SLR rooftop system			
Ford 11,500	$3,687.00		
Chevy SPT	$2,909.00		
Chevy TTN, Chevy 14,200-22'/23'	$3,087.00		
Ford 12,500/14,500	$3,858.00		
Chevy 14,200-24'/25'	$5,517.00		
Ford 16,500, 18,000, 19,500---25' and 26'	$11,725.00		
Ford 16,500, 18,000, 19,500---27' and 28' and 29'	$8,303.00		
Freightliner-30' through 34'	$7,591.00		
Freightliner-35' through 40'	$7,256.00		
PAGE FOUR SUB-TOTAL	**----**	**----**	
PAGE FOUR SUB-TOTAL *(sub-total of fourth page)*			
PAGE THREE SUB-TOTAL *(sub-total of third page)*			
PAGE TWO SUB-TOTAL *(sub-total of second page)*			
PAGE ONE SUB-TOTAL *(sub-total of first page)*			
GRAND TOTAL *(sum of pages 1, 2, 3, and 4 sub-totals)*			

Updated April 2015

CHOICES FORM

CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES

GETAWAY BUS, LLC

SEATING AND FLOORING CHOICES

Seating Colors:	(circle one)	Blue	Gray	Beige	
Flooring Colors:	(circle one)	Blue	Gray	Beige	Black
Paint Scheme:	(circle one)	#1	#2	#3	Other

Paint Schemes Note: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

Upholstery Information-Vinyl Colors Available:

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

WHEELCHAIR LIFT CHOICE

Wheelchair Lift: (circle one) Braun Ricon Maxon

SECUREMENT RETRACTOR CHOICE

W/C Securement: (circle one) Sure-Lok Titan Q'Straint QRTMAX

Updated April 2015

EXHIBIT B

SAMPLE ORDER FORM

Updated April 2015

SAMPLE ORDER FORM – PAGE ONE
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

AGENCY NAME: _____ **DATE:** _____

PURCHASE ORDER NUMBER: _____

CONTACT PERSON: _____
(Name, Telephone Number and Email Address)

April 2015

Item					Unit Cost	Quantity	Total Cost
Base Vehicle Type							
Ford	11500 GVWR	21'	5.4 Gas		$56,886		
Ford	11500 GVWR	21'	6.8 V10 Gas		$57,466		
Chevrolet SPT	12300 GVWR	21'	6.0 Gas		$59,990		
			22' Option	*add*	$300		
Chevrolet TTN	12300 GVWR	22'	6.0 Gas		$59,109		
			23' Option	*add*	$425		
Ford	12500 GVWR	22'	5.4 Gas		$58,156		
			23' Option	*add*	$525		
Chevrolet	14200 GVWR	22'	6.0 Gas		$60,560	1	$60,560
			23' Option	*add*	$425		
			24' Option	*add*	$850		
			25' Option	*add*	$1,900		
Ford	14500 GVWR	22'	6.8 V10 Gas		$59,403		
			23' Option	*add*	$525		
			24' Option	*add*	$1,050		
			25' Option	*add*	$1,575		
Ford	16500 GVWR	25'	6.8 V10 Gas		$73,062		
			26' Option	*add*	$150		
			27' Option	*add*	$5,517		
Ford	18000 GVWR	25'	6.8 V10 Gas		$74,025		
			26' Option	*add*	$150		
			27' Option	*add*	$5,517		
			28' Option	*add*	$5,667		
			29' Option	*add*	$5,817		
Ford	19500 GVWR	25'	6.8 V10 Gas		$75,534		
			26' Option	*add*	$150		
			27' Option	*add*	$5,517		
			28' Option	*add*	$5,667		
			29' Option	*add*	$5,817		
Freightliner	26000 GVWR	30'	6.7 ISB Diesel		$117,111		
			31' Option	*add*	$250		
			32' Option	*add*	$500		
			33' Option	*add*	$750		
			34' Option	*add*	$2,035		
			35' Option	*add*	$2,285		
			36' Option	*add*	$2,535		
			37' Option	*add*	$2,785		
			38' Option	*add*	$3,035		
			40' Option	*add*	$3,285		
PAGE ONE SUB-TOTAL					**----**	**----**	**$60,560**

Updated April 2015

SAMPLE ORDER FORM – PAGE TWO
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

April 2015

Item	Unit Cost	Qty	Total Cost
Paint Scheme Choices			
Scheme #1 11,500 to 14,500 = ($700); 16,500 to 26,000 = ($800)	See Item	1	$700
Scheme #2 11,500 to 14,500 = ($465); 16,500 to 26,000 = ($565)	See Item		
Scheme #3 11,500 to 14,500 = ($400); 16,500 to 26,000 = ($500)	See Item		
Base Seating (Freedman)			
Standard Seat *(per person)*	$225	10	$2,225
Foldaway Seat *(per person)*	$384	2	$768
Children's Seat *(per person)*	$450		
Flat Floor	$800		
Securement Systems			
Q'Straint QRTMAX securement *(per position)*	$510	2	$1,020
Sure-Lok Titan securement *(per position)*	$575		
Seat belt extensions *(2-sets standard)*	$18		
Side Wheelchair Lift Choices			
Braun Model NCL919IB-2 (or latest) Century	$3,455	1	$3,455
Braun Millennium	$3,655		
Braun 1000 lb	$3,755		
~~Maxon Model WL-6A3353 (or latest)~~	~~$3,455~~		
Ricon Model S5510 (or latest)	$3,455		
Ricon 1000 lb	$3,730		
Rear Wheelchair Lift Choices			
Ricon Klear-View lift **(prior approval from FDOT required)**	$3,455		
Braun model NVL917IB lift **(prior approval from FDOT required)**	$3,455		
Optional Engines			
Diesel engine meeting current EPA requirements			
12300, 14200 Chevy diesel option 6.6 Duramax	$11,852		
F450-550 Ford diesel option 6.7 PS Diesel	$6,730		
Engine Prep: Gaseous fuel delivery	$256		
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush	$15,900		
Compressed Natural Gas (CNG) Engine meeting current EPA requirements Size:_____Make:_____Manufacturer:__GAS_____	$25,500		
Aluminum wheels (Excluding Chevrolet) E350/450 = ($1,540); (F450/550=$1,936); Freightliner = ($2,024)	See Item		
Stainless steel wheel liners / inserts, front and rear wheels E350/450 and Chevy 3500/4500 = ($132); (F450/550=$176); Freightliner = ($352)	See Item		
PAGE TWO SUB-TOTAL	**----**	**----**	**$8,168**

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SAMPLE ORDER FORM – PAGE THREE
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

April 2015

Item	Unit Cost	Qty	Total Cost
Fire Suppression			
Amerex Small Vehicle System automatic fire suppression system: 14,500 and lower = (Add $494), 16,500-19,500 = (Add $230), 26,000 = (Add $98)	See Item		
Kidde Automatic Fire Detection and Suppression System: 14,500 and lower = (Deduct $22), 16,500-19,500 = (Add $264), 26,000 = (Add $418)	See Item		
Route/Head Signs			
Transign manually operated roller curtain type sign	$900		
TwinVision *"Elyse"* software electronic destination system	$4,900		
TwinVision *"Mobi-Lite"* electronic destination sign	$2,700		
Transign "Vista Star" electronic destination sign	$1,850		
Transign LLC 2-digit Block / Run Number box unit	$ 285		
Transign LLC3-digit Block / Run Number box unit	$ 300		
Transign LLC passenger ***"STOP REQUESTED"*** sign	$175		
Camera Systems			
SEON 2 camera security system	$ 1,725		
REI 2 camera security system	$ 1,310	1	$ 1,310
Gatekeeper 2 camera security system	$1595		
AngelTrax 2 camera security system	$1965		
Apollo 2 camera security system	$3,696		
247 2 camera security system	$1,440		
Price for single replacement camera	$ 278		
Other Options Available			
Altro Transflor slip resistant vinyl flooring E350/450 and Chevy 3500/4500 = ($235); F450/550 and Freightliner = ($365)	See Item		
Driver Safety Partition	$ 145		
Bentec Powder-Coated handrails and stanchions *(yellow)*	$132		
Exterior remote controlled mirrors E350/450 and Chevy 3500/4500 = ($205); F450/550 = ($278)	See Item		
Romeo Rim HELP rear bumper E350/450 and Chevy 3500/4500 = ($568); F550 and Freightliner = ($1,170)	See Item		
HawKEye Reverse Assistance System	$400		
PAGE THREE SUB-TOTAL	**----**	**----**	**$ 1,310**

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SAMPLE ORDER FORM – PAGE FOUR
CONTRACT #TRIPS-11-CA-GB
GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, LLC

April 2015

Reverse camera and monitor backing system: *Manufacturer*_____Systems One_____	$308		
Air purification system	$3080		
"Mentor Ranger" in vehicle computer	$3,916		
REI Public Address System	$ 352		
Upgrade the standard vehicle AM/FM Radio	Standard		
Avail MDT – Includes Para Transit Kit #FC-2012 – Driver Interface, Communications, Interface Expansion Box (IEB), Emergency Alarm, and Navigational Assistance Unit	$14,940		
Optional Seating			
Freedman Featherweight High Back standard seats (per seat)	$ 255		
Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	$10		
Upgrade interior side wall panels with Nanocide E350/450 and Chevy 3500/4500 = ($924); F450/F550 and Freightliner = ($1,540)	See Item		
USSC Evolution G2E with pedestal	$980		
Freedman Sport Driver seat with Relaxor	$540		
Stretcher Securement System	$895		
Replacement Stretcher bed (only)	$12,375		
Thermo King A/C SLR rooftop system			
Ford 11,500	$3,687.00		
Chevy SPT	$2,909.00		
Chevy TTN, Chevy 14,200-22'/23'	$3,087.00		
Ford 12,500/14,500	$3,858.00		
Chevy 14,200-24'/25'	$5,517.00		
Ford 16,500, 18,000, 19,500---25' and 26'	$11,725.00		
Ford 16,500, 18,000, 19,500---27' and 28' and 29'	$8,303.00		
Freightliner-30' through 34'	$7,591.00		
Freightliner-35' through 40'	$7,256.00		
PAGE FOUR SUB-TOTAL	**----**	**----**	
PAGE FOUR SUB-TOTAL *(sub-total of fourth page)*	**----**	**----**	**$0**
PAGE THREE SUB-TOTAL *(sub-total of third page)*	**----**	**----**	**$ 1,310**
PAGE TWO SUB-TOTAL *(sub-total of second page)*	**----**	**----**	**$8,168**
PAGE ONE SUB-TOTAL *(sub-total of first page)*	**----**	**----**	**$60,560**
GRAND TOTAL *(sum of pages 1, 2, 3, and 4 sub-totals)*	----	----	**$70,038**

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SAMPLE CHOICES FORM

CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES

GETAWAY BUS, LLC

SEATING AND FLOORING CHOICES

Seating Colors:	(circle one)	Blue	(Beige)	Gray	
Flooring Colors:	(circle one)	Blue	Beige	(Gray)	Black
Paint Scheme:	(circle one)	(#1)	#2	#3	Other

Paint Schemes Note: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

Upholstery Information-Vinyl Colors Available:

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

WHEELCHAIR LIFT CHOICE

Wheelchair Lift:	(circle one)	(Braun)	Ricon	Maxon

SECUREMENT RETRACTOR CHOICE

W/C Securement:	(circle one)	Sure-Lok Titan	(Q'Straint QRTMAX)

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EXHIBIT C

OPTIONS

Updated April 2015

OPTIONS

CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES

GETAWAY BUS, LLC

3.2.2.0 ALTERNATIVE ENGINE, DIESEL, HYBRID OR MULTI- FUEL

3.2.2.2 Diesel engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.2.

3.2.2.3 A Compressed Natural Gas (CNG) engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.3.

3.2.9.0 WHEELS

3.2.9.1 Provide Aluminum wheels in place of standard steel wheels.

3.2.9.2 Equip bus with stainless steel wheel liners / inserts on both front and rear wheels. Liner / inserts shall be Versa-Liner or approved equal, and made of 304L stainless steel with permanently attached simulated lug nuts. The simulated lug nuts shall not interfere with the actual lug nut to wheel contact surfaces.

3.2.21.0 SEATS, BELT EXTENSIONS, & SEAT UPHOLSTERY

3.2.21.6 Freedman Seating Featherweight High Back rigid frame seats.

3.2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal.

3.2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR. Upgrade interior side wall panels from the ceiling light fixtures down to the seat track, or 12 inches (12”) above the floor covering.

3.2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased.

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3.2.24.0 DRIVER'S SEAT

3.2.24.2 USSC Evolution G2E with pedestal

3.2.24.3 Freedman Sport Driver's seat with Relaxor, four zone eight motor system with lumbar heat in place of standard driver's seat.

3.2.25.0 NON-SLIP TRANSIT FLOORING

3.2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring with smooth, all welded seams. Each customer will determine color / design selection. Include Altro step tread material with *yellow* step nosing and *white* "standee line" insert.

3.2.26.0 DRIVER SAFETY PARTITION

3.2.26.3 To prevent passenger physical contact with the driver, install a 1/4" Lexan, or approved equal, shield wall, 3" below the ceiling to 36" above the floor; and a modesty panel from below the Lexan Plex shield frame to 3" above the floor, supported by stainless-steel tubing, similar in construction and design to the modesty panel adjacent to the front passenger door. Unit shall be designed to permit attachment of customer notification panel and/or pamphlet holder units.

3.2.27.0 GRAB RAILS AND STANCHIONS

3.2.27.6 Powder-Coated handrails and stanchions to match the vehicle interior and manufactured by Bentec, Inc, or approved equal.

3.2.31.0 REMOTE EXTERIOR MIRRORS

3.2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat.

3.2.34.0 BUMPERS & REVERSE ASSISTANCE DETECTION SYSTEM

3.2.34.2 Rear energy absorbing Romeo Rim HELP bumper assembled without HawKEye Reverse Assistance System, (Romeo Rim Help Guard) in place of standard rear steel bumper.

3.2.34.2.1 HawKEye Reverse Assistance System

3.2.34.3 Reverse camera and monitor backing system, in lieu of HawkEye System above.

3.2.36.0 Air Purification System

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3.2.36.6 The air purification system shall be JKA Company, BREATH SAFE SYSTEMS or approved equal. The system shall be designed for Paratransit bus application to eliminate the spread of virus, bacteria, odors, mold and fungus growth within the bus air conditioning evaporator coils and drain pan.

3.2.37.0 ADA MOBILITY DEVICES

3.2.37.3 Ricon Klear-View lift (prior approval from FDOT required)

3.2.37.3.1 Braun model NVL917IB lift (prior approval from FDOT required)

3.2.37.3.2 Ricon Model S5510 and 1000 lb

3.2.37.3.3 Braun Model NCL919IB-2, Millennium, and 1000 lb

~~3.2.37.3.4 Maxon Model WL-6A3353~~

3.2.38.0 SECUREMENT DEVICES

3.2.38.3 SURE-LOK Titan restraint system

3.2.38.3.1 Q'straint QRTMAX restraint system

3.2.38.14 Install a stretcher securement system in the rear aisle of the bus. A lock-down system shall be installed in floor at the rear and front of the stretcher for securement of brackets that connect to the stretcher frame. A storage container(s) shall be securely installed at the rear interior corner(s) of the bus for the purpose of storing the brackets when not in use. With this option, the air ride system should be adjusted down to reduce the ground-to-floor distance. Provide the accompanying stretcher bed for the securement system described above.

3.2.38.15 Replacement Stretcher bed (only) as an option

3.2.39.0 SAFETY EQUIPMENT

3.2.39.9 Amerex Small Vehicle System (SMVS), a complete turn-key automatic fire suppression powder system, or approved equal.

3.2.39.9.1 Kidde Fire Suppression System, a complete turn-key automatic fire suppression system, or approved equal.

3.2.39.11 *"Mentor Ranger",* an in-vehicle computer, manufactured by Mentor, that allows electronic delivery of passenger manifests, automatic data collection, in-vehicle navigation, and enhanced driver/dispatcher communication. The system shall

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be capable of integration to other on-board systems, including existing APC, IVR and GPS onboard units, and shall be a turn-key installation.

3.2.40.0 PA & ENTERTAINMENT SYSTEMS

3.2.40.2 Install a Radio Engineering Industries (REI) public address system with hand-held microphone within easy reach of the driver with a microphone jack for optional hands-free use by driver. If an audio entertainment center **(3.2.40.3)** is installed, utilize its speakers in mid and rear bus and install a cancel switch to turn off entertainment center system when microphone transmit button is depressed by driver. Provide a 20' long microphone extension cord and provide a microphone jack adjacent to the front curb-side seat.

3.2.40.3 Upgrade the standard vehicle AM/FM Radio, providing a AM/FM/CD Stereo and MP3 Player with digital clock, with front, mid-bus and rear speakers, or approved equal quality.

3.2.41.0 DESTINATION SIGNS

3.2.41.2 A manually operated destination sign for limited destination readings shall be offered. Front destination sign shall be a Transign LLC, single roller curtain type installed above the windshield with a glass exposure of 8 inches x 60 inches. The side destination sign for a front door only bus will be a single roller type installed in the upper curbside window immediately behind the entrance door with a glass exposure of 5-3/4" x 28". The side destination sign for a front and rear door bus shall be installed in the upper curbside window immediately in front of the rear door. Destination signs will be electrically operated, LED, fluorescent or incandescent backlit display, single curtain, .003 mil. thick Mylar anti-glare material, with provisions for a minimum of 25 readings and a maximum of 175 readings of 5 inch high Helvetica medium font letters for the front sign and Helvetica medium font letters 4" high characters for the side sign. Control switch is to be located on the left hand of the driver's console. Curtain destination signs will conform to the Americans With Disabilities Act Part 38. Characters on these signs will have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Generally, the space between letters will be 1/16 the height of upper case letters and will contrast with the background using either yellow letters on green or black background; or white letters on red, green, blue or black background per the purchaser's choice, for route and destination identification. The following destination readings will be standard on all destination signs ordered under this contract, with colors noted:

Bus Garage (yellow letters on black background)
Not In Service (yellow letters on black background)
Special Service (yellow letters on black background)
Shuttle Service (yellow letters on black background)

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Downtown (yellow letters on green background)
Town Center (yellow letters on green background)
Public Transportation (yellow letters on green background)
Emergency Service (white letters on red background)
Emergency Shelter (white letters on red background)
Evacuation Route (white letters on red background)
Express (white letters on red background)

3.2.41.3 Twin Vision Elyse software Electronic Destination system full front and side signs; and a separate rear number only sign shall be provided. The system shall be compatible with Windows 2000 or Windows XP software, using IBM 486 or higher PC/AT capacity, PCMCIA memory download technology. Electronic destination signs will conform to the Americans With Disabilities Act Part 38. The electronic destination sign shall utilize Helvetica yellow medium lettering on black background. The readings listed in 3.2.41.2 above shall also be standard in all Elsye electronic destination signs ordered under this contract.

3.2.41.4 A Twin Vision Mobi-Lite electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Mobi-Lite electronic signs ordered under this contract.

3.2.41.5 A Transign Vista Star electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Transign electronic signs ordered under this contract.

3.2.41.6 A Transign LLC 2-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.

3.2.41.7 A Transign LLC 3-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.

3.2.41.8 A "STOP REQUESTED" sign, as manufactured by Transign LLC, or approved equal, installed in the front vestibule area. Sign is activated by passengers and de-activates with the opening of the passenger entry door. Injected molded with display area of 2.5 X 19.75 minimum. Provide a silk screened lens display face with yellow letters on green background, or as required by Purchaser.

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3.2.42.0 LIST OTHER MANUFACTURER OPTIONS AVAILABLE FOR CONSIDERATION

3.2.42.1 SEON 2 camera security system

3.2.42.2 REI 2 camera security system

3.2.42.3 Gatekeeper 2 camera security Solid State Bus Video System 32 GB SD Card

3.2.42.4 AngelTrax 2 camera security system

3.2.42.5 Apollo 2 camera security system -120ips Mobile DVR, 1.0TB Removable HDD

3.2.42.6 247 2 camera security system, 16GB Solid-State Flash Storage, mDVR TVS22 w/2 Camera [15 hours storage]

3.2.42.7 Provide replacement surveillance camera

~~3.2.42.8 Base 14200 GVWR Chevrolet Chassis to Low Floor model 26' and 28'~~

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EXHIBIT D

PAINT SCHEMES

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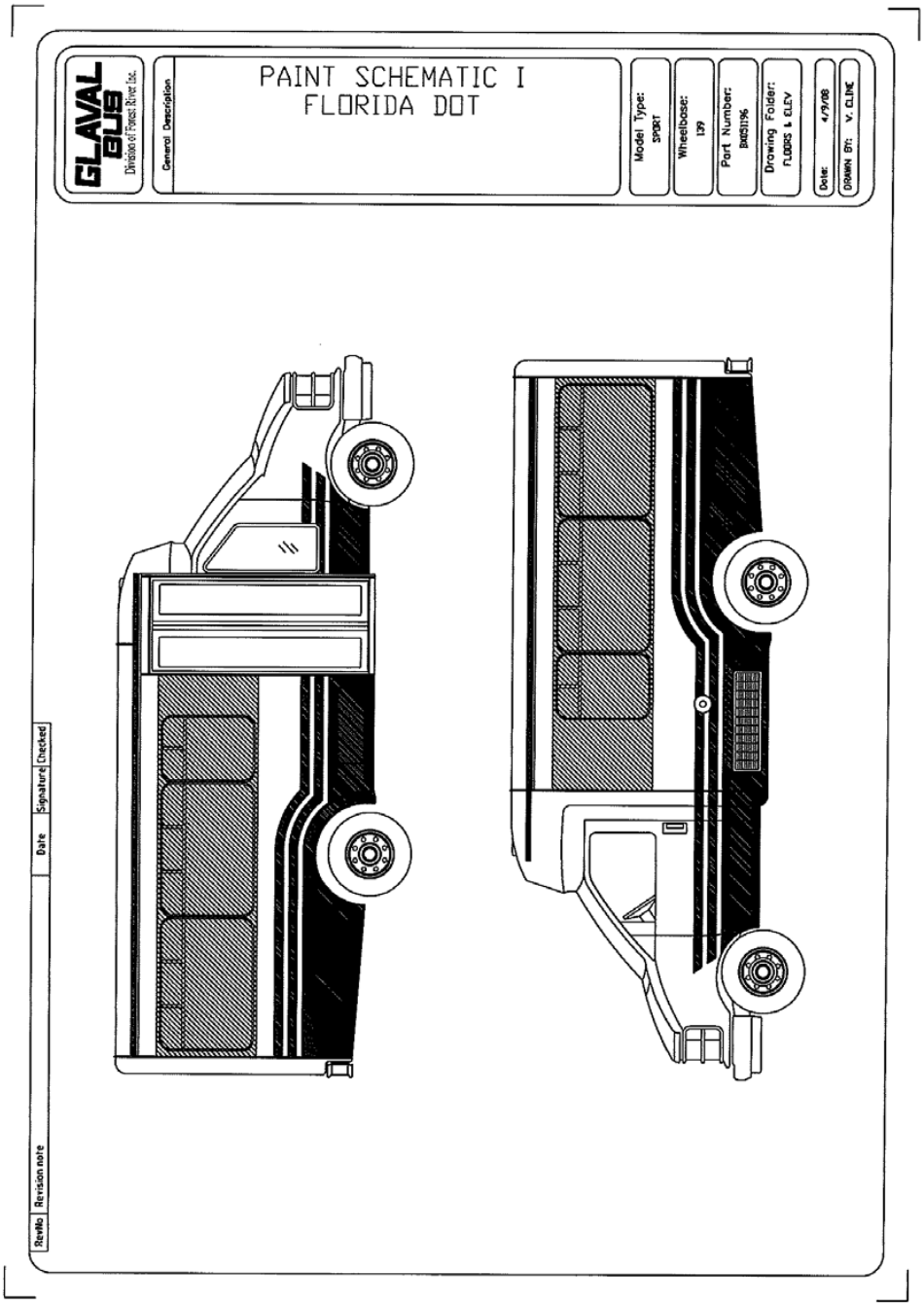
EXTERIOR PAINT SCHEME #1



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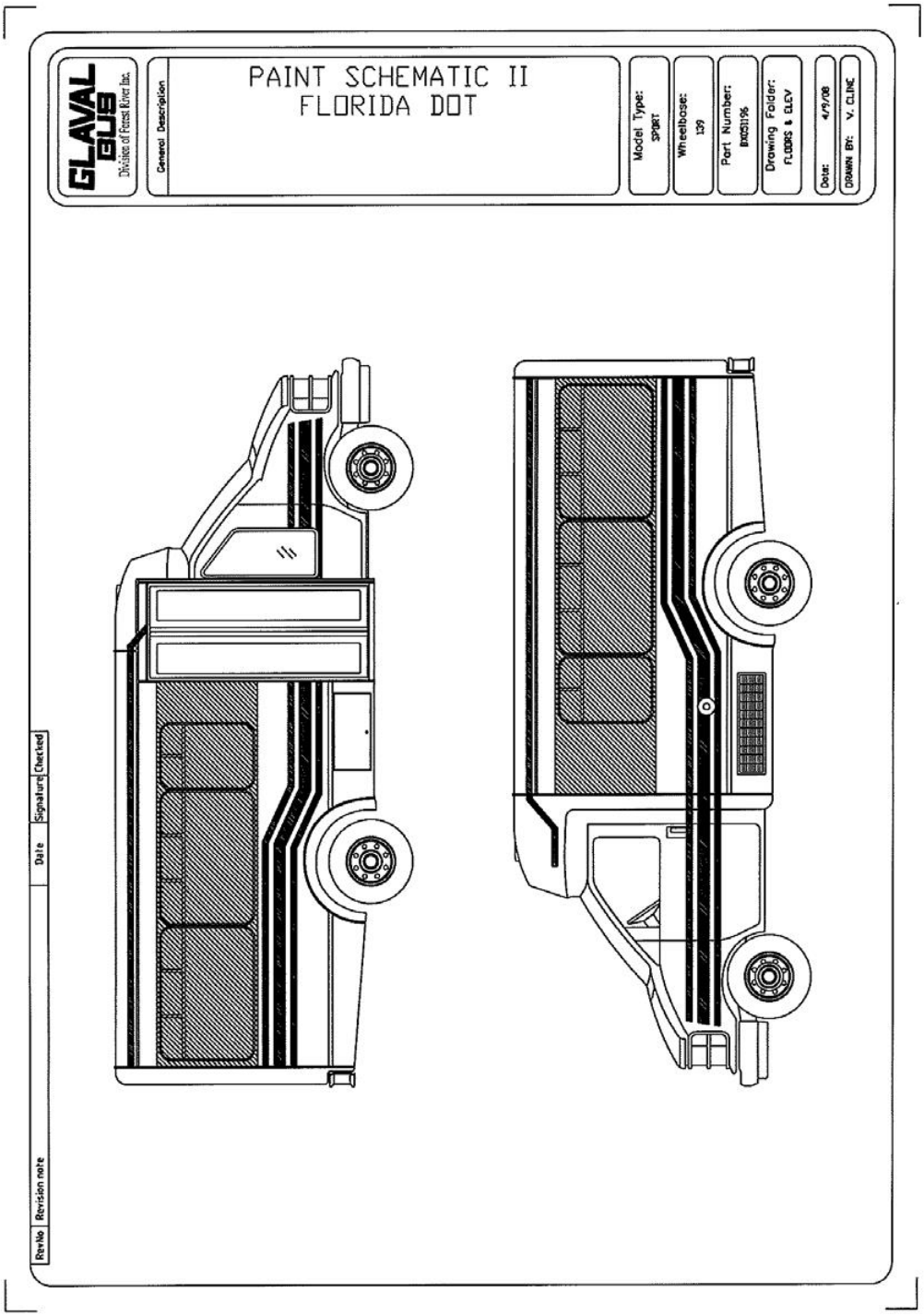
EXTERIOR PAINT SCHEME #2



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EXTERIOR PAINT SCHEME #3

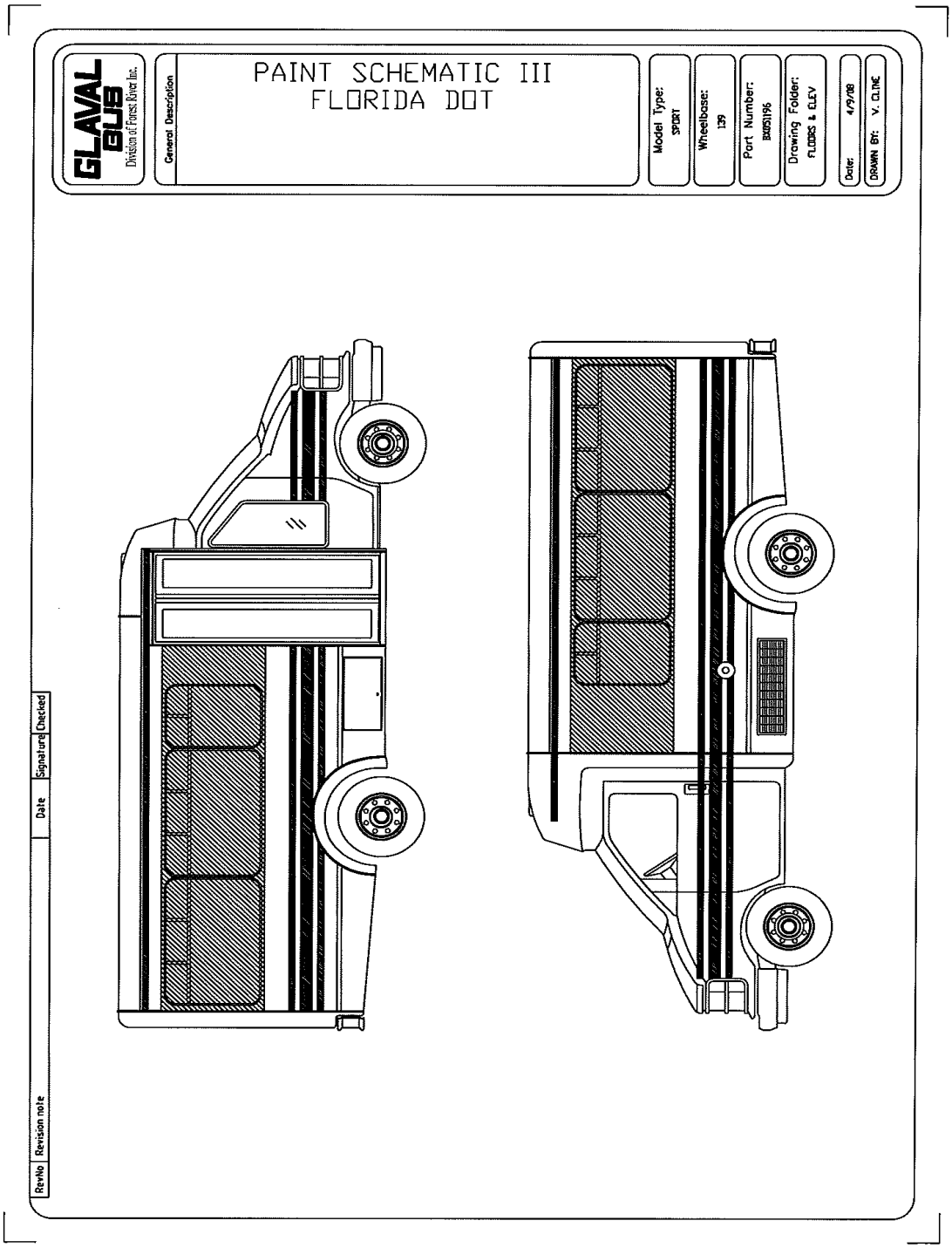

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EXHIBIT E

FLOOR PLAN LAYOUTS

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. A wide variety of alternative floor plans are available.

Agencies should work closely with Getaway Bus, LLC to develop and finalize their passenger seating floor layout plans. Based upon this consultation, Getaway Bus, LLC will develop a proposed floor plan based on the Agency's needs and fax a copy of the plan to the Agency for verification and approval.

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PART 1

GENERAL REQUIREMENTS, CONDITIONS, & CONTRACTUAL PROVISIONS

Contract #TRIPS-11-CA-GB

Glaval Cutaway Transit Vehicles

Updated Apr 31, 2012

CONTRACT # TRIPS-11-CA-GB

GENERAL REQUIREMENTS, CONDITIONS, AND CONTRACTUAL PROVISIONS

1.1 SCOPE

Notice is hereby given that the Transit Research Inspection Procurement Services (TRIPS) will establish a statewide Purchasing Agreement between **Florida Transit Agencies**, hereby know as the "Purchasers", and **Getaway Bus, Inc.**, hereby known as the "Contractor" and/or "Dealer", for the manufacture and delivery of 2012 model year:

GLAVAL CUTAWAY TYPE VEHICLES

This contract is based on the representations, documents and descriptions submitted by Getaway Bus, Inc. in response to TRIPS Request For Proposals (RFP) #TRIPS-11-CA-RFP issued December 6th, 2010.

1.2 QUANTITIES

Minimum and maximum quantities are established as follows:

	MIN	MAX
GLAVAL CUTAWAY TYPE VEHICLES	0	500

These numbers reflect the immediate and foreseeable needs of agencies within Florida and were determined by using the most recent state of Florida Program of Projects, historical data from previous TRIPS Purchasing Agreements, and Agency(s) vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be assigned to other public transit agencies desiring to purchase the same equipment specified in **Part 2: Technical Specifications** of this solicitation.

The Purchasers will be allowed to purchase this vehicle as long as current production year chassis' are still available from the manufacturer or suppliers, under the same terms and conditions stated in this initial Purchasing Agreement.

Following award of the initial model production year, the TRIPS will have an option to extend the Purchasing Agreement for four succeeding model production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive

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or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the TRIPS Program Administrator. The Contractor may request an increase in the second stage production costs after, or in conjunction with, the chassis increase request being received by the TRIPS Program Administrator. The TRIPS will compute the second stage costs utilizing the formula explained in **Exhibit 5**: **FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION.** A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Recomp month as described in **Exhibit 5**.

Acceptance in writing by any Purchaser of the Dealer's offer to furnish any or all of the units therein, shall constitute a contract between the Dealer and that Purchaser only, and implies no duties or responsibilities on the part of the TRIPS or the Florida Department of Transportation (FDOT). The terms and conditions of said contract are to be administered and enforced by and between the Purchaser and the Dealer. The Purchaser is responsible for: providing the dealer with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement. The FDOT and the TRIPS are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services; conduct on-line and/or dealer inspections and intercede on behalf of the Purchasers.

This contract includes the following that are incorporated herein:

Part 1 - General Requirements & Conditions, Contractual Provisions
Part 2 - Technical Specifications
Part 3 - Options
Part 4 - Quality Assurance Provisions
Part 5 - Warranty Provisions
Part 6 - Paint Schemes

1.3 TRAINING REQUIREMENTS

Training is important to the TRIPS as this new vehicle may have components unfamiliar to the Purchasers' maintenance and operating personnel. The TRIPS is concerned with the type of training provided, qualifications of the instructors, and the amount of training provided. As a **minimum**, the TRIPS expect to receive:

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Driver/Maintenance Orientation	4 hours @ 5 locations annually
Air Conditioning/Certification	4 hours @ 5 locations annually
Securement Device/Certification	4 hours @ 5 locations annually
Electrical & Electronics Familiarization	4 hours @ 5 locations annually
Wheelchair Lift Training	4 hours @ 5 locations annually

Dealer Orientation Upon Delivery: The dealer shall provide a vehicle orientation with each vehicle delivered to an agency. If an agency orders more than one (1) unit of identical specifications, the orientation shall be provided on the first unit delivered. The orientation shall be conducted by the dealer for the maintenance and operations supervisory and training personnel. The orientation shall include, but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the OEM
- Function of all controls on the second stage driver control panel
- Identify location of and function of controls of all add-on equipment such as A/C, wheelchair ramp, restraint systems, fire suppression system, etc.
- Locate and identify all alarms
- Locate and identify tire pressure ID plate
- Location of battery and how to service
- Location of Multiplexing components and their use
- Location of Event Data Recorder and demonstrate data download
- UREA system location and maintenance
- Upgrade or changes versus previous models procured by agency

1.4 – 1.14 REMOVED

1.15 DEALER QUALIFICATION

The Dealer must be a person, firm, or corporation that:

a. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.

b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.

c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the vehicle.

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d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Buy America (49 CFR 661), New Bus Testing, Chapter 287 of the Florida Statutes, and the Americans with Disabilities Act.

e. Has the ability to certify by completing Certification of Compliance with Disadvantaged Business Regulations Form that acknowledges that this procurement is subject to the provisions of 49 CFR Section 23 .67.

f. Has a current in-plant Quality Assurance Program and "fully meets" the OEM body-builders program requirements.

GENERAL REQUIREMENTS AND CONDITIONS

1.16 DELIVERY AND ACCEPTANCE

a. Completed units are to be delivered to purchaser within ninety (90) days from receipt of chassis or purchase order, whichever occurs last.

b. Upon completion of a Pre-Delivery Inspection (PDI) by the licensed Florida dealer who is awarded this Purchasing Agreement, that dealer will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time. The name, address, telephone number, and contact person for each FDOT District Office is listed in **Exhibit 3: FDOT District Offices**.

c. Failure to coordinate delivery may result in delay of vehicle being "signed for" as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.

d. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.

e. The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

A copy of the Manufacturer's Certificate of Origin
Application for Certificate of Title
Bill of Sale
Warranty Papers (forms, policy, procedures)

Approved Apr 31, 2012

Maintenance Schedule
Operators' manual
Invoice (To include contract number, P.O. number, VIN#, and agency name)

f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. **Exhibit 4: Vehicle Delivery Checklist** contains a list of the minimum required items at delivery.

g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor's site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s). There will be one dollar ($1.00) per mile charge for each vehicle with an odometer reading in excess of 3,000 miles. Under NO circumstances are tow vehicles to be attached to any buses.

h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.

i All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.

j All vehicle data must be entered into the TRIPS database prior to its delivery to the Springhill Bus Testing and Inspection Facility (SBTIF) located in Tallahassee, Florida. VIN#'s shall also be entered into the TRIPS database within 10 days after issuance of the Purchase Order. Any vehicles arriving at the SBTIF without the VIN# entered in the database will not be inspected until this information is entered.

To schedule an inspection, the dealer shall send an email to the TRIPS

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Manager, Erin Schepers at erin.schepers@dot.state.fl.us to set up an inspection appointment. Information in the email should include the following:

- Anticipated delivery date
- Number of vehicles
- Whether inspection is a drop off or a to be inspected while you wait

The TRIPS Manager will schedule the inspection and provide a confirmation to the Dealer via email. A copy of the sales order and build order should be sent to the TRIPS Manager once an inspection date has been established.

Each vehicle delivered to the SBTIF shall have a complete set of "as built" wiring diagrams. The Dealer should see that all noted write-ups are corrected prior to the final delivery to the procuring agency. This inspection by TRIPS is not represented as being "all inclusive" and in no way relieves the Dealer from the required PDI.

k. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.

l. If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.

m. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Contractor, stating areas found to be in non-compliance with the proposal specifications, within ten (10) calendar days from receipt of vehicle(s). Placing any new vehicle into revenue service will automatically constitute acceptance of vehicle by Purchaser. However, a Letter of Acceptance should still be sent to the Contractor prior to placing vehicle into revenue service.

n. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

1.17 FEDERAL AND STATE TAX

The Purchaser's are exempt from payment of Federal Excise Tax and Florida State Tax. Said taxes must not be included in the proposal price. Any other sales tax, use

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tax, imports, revenues, excise or other taxes which may now or hereafter be imposed by Congress, by the State, or any political subdivision thereof and applicable to the sale and delivery of the product as a result of this proposal, and which by terms of the tax law, may be passed directly to a Purchaser, will be paid by the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

1.18 ON-LINE INSPECTIONS

The TRIPS reserves the right to perform an on-line inspection of any vehicles procured as a result of this proposal. If any defective or non-compliance items are found during the on-line inspection, the TRIPS may choose to perform subsequent on-line inspections at a date agreeable to both parties.

1.19 INDEMNIFICATION

Dealer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or TRIPS personnel from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

1.20 MOTOR VEHICLE SAFETY STANDARDS

All vehicles covered by these specifications shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration. The manufacturer must include in their proposal package, either a letter stating the information that will be provided on the FMVSS sticker or a letter stating that the vehicles are not subject to FMVSS. Vehicles must be in compliance with all the requirements of the laws of the State of Florida as to lighting equipment, and all warning and safety devices. In the event there are changes in the Federal Motor Vehicles Safety Standards between date of proposal and date of manufacture, any new requirements applicable at time of manufacture will be considered separately and the price for same determined by mutual agreement. In granting this, the Contractor is not relieved of the responsibility of providing the Purchaser with all available information relative to the engineering structure, and design change so affected and the impact (if any) these changes may have on the durable-useful life and attractive appearance of the vehicle to be provided per these specifications.

1.21 LIQUIDATED DAMAGES

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In the event of delay in completion of the delivery of vehicles beyond the date specified, in addition to any granted extensions agreed to in writing by the Purchaser, any affected Purchaser shall assess as liquidated damages, twenty five dollars ($25.00) per calendar day per vehicle.

1.22 PARTS AND MANUALS

A supply of replacement parts for the vehicles specified must be guaranteed by the Contractor for a ten-year period from date of purchase. The Contractor shall provide Purchaser with complete **"as built"** wiring diagrams for the entire vehicle, a current service manual and a current parts manual *("as-built" drawings, service manual and parts manual may be on a CD, as determined by the Purchaser)*. These should be provided for each vehicle with a maximum of two (2) sets per Purchaser if they are purchasing more than two (2) vehicles. One (1) Operator's Manual shall be provided for each vehicle, regardless of the number of vehicles ordered by a given Purchaser. A list of any special tools or equipment will also be provided. The supplied operator's and maintenance manuals and wiring diagrams shall incorporate the options ordered on purchaser's vehicles.

1.23 ALTOONA TEST

Either a final report from the Altoona Bus Testing Center or documentation from the Federal Transit Administration stating that the vehicles are not required to undergo Altoona testing must be submitted with each proposal.

1.24 TITLING VEHICLES

Unless specified otherwise, Vehicles shall be titled to the Purchaser with the Florida Department Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 listed as the only lien holder.

The Contractor shall be responsible for applying for Title and purchasing a license tag on behalf of the Purchaser.

CONTRACTUAL PROVISIONS

1.25 FEDERAL TRANSIT ADMINISTRATION FUNDING

Any contract resulting from proposal submitted is subject to financial reimbursement by the Federal Transit Administration. Accordingly, federal requirements may apply to that contract and if those requirements change then the changed requirements shall apply as required.

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1.26 INCLUSION OF PROVISIONS

All provisions stated in this Invitation to Proposal and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the Purchaser(s) and the successful Dealer.

1.27 REQUIREMENTS OF DEALERS

a. Compliance With Regulations

The successful Dealer, hereinafter called the Contractor, shall comply with regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), as incorporated by reference and made a part of this Purchasing Agreement.

b. Nondiscrimination

The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.

c. Equal Employment Opportunity

In connection with the execution of this Purchasing Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

d. Solicitations From Subcontracts, Including Procurement of Materials And Equipment

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this proposed Purchasing

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Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

e. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and its facilities as may be determined by the Proposal Administrator to be pertinent to ascertain compliance with said regulations, orders, and instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Proposal Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

f. Sanctions For Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the Purchaser shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding of payments to the Contractor until compliance; and/or

(2) Cancellation, termination, or suspension of the Purchasing Agreement, in whole or in part.

1.28 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning

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funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this Purchasing Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.30 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 CLEAN WATER

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.32 BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323© and FTA's

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implementing regulation at 49 CFR Part 665 and shall perform the following:

a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d. If the manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

1.33 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C.§ 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Dealer/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.

c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall

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submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

1.34 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352, AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995, P.L. 104-65 [TO BE CODIFIED AT 2 U.S.C.§ 1601, ET SEQ.]

Contractors who apply or propose for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.35 ACCESS TO RECORDS AND REPORTS

The following access to records and reports requirements applies to this Purchasing Agreement:

a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at

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49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the Unites States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

d. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5303(a)1) through other than competitive proposing, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. The Contractor agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

1.36 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Purchasing Agreement. Contractor's failure to so comply shall

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constitute a material breach of this Purchasing Agreement.

1.37 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.38 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6003 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. **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.

b. **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 therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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.

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c. **Withholding for unpaid wages and liquidated damages** - The purchaser(s) 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.

d. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

e. **Payrolls and basic records** - 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

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1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchasing Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Purchasing Agreement) pertaining to any matter resulting from the underlying Purchasing Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C.§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Purchasing Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C.§ 1001 and 49 U.S.C.§ 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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1.42 TERMINATION

a. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TRIPS may terminate this Purchasing Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

b. If it is later determined by the TRIPS that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the TRIPS, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

1.43 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Lower Tier Covered Transactions (Third Party Contracts over $100,000).

a. By signing and submitting this proposal or proposal, the prospective lower tier participant is providing the signed 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 TRIPS may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the TRIPS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the TRIPS for assistance in obtaining a copy of those regulations.

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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 in writing by the TRIPS.

f. The prospective lower 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 Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a 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 all remedies available to the Federal Government, the TRIPS may pursue available remedies including suspension and/or debarment.

1.44 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Lower Tier Covered Transaction

a. The prospective lower tier participant certifies, by submission of this proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R.§ 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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b. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1.45 CIVIL RIGHTS

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.§ 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6103, section 203 of the Americans with Disabilities Act of 1990, 42 U.S.C.§ 12132, and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C.§ 2000e, and Federal transit laws at 49 U.S.C.§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.§ 623 and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 103 of the Americans with Disabilities Act, as amended, 42 U.S.C.§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.46 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Purchasing Agreement which are not resolved by agreement of the parties shall be decided by the Florida Department of Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Florida Department of Transportation. Any appeal of decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statues.

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Unless this Purchasing Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the TRIPS and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any

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duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TRIPS or the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the TRIPS that Disadvantaged Business enterprises as defined in 49 CFR 26.49 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR 26.49 applies to this agreement.

The TRIPS Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR 26.49 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Purchasers, or their Contractors, shall take all necessary and reasonable steps in accordance with 49 CFR 26.49 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The TRIPS Program Administrator on behalf of the Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

1.48 STATE AND LOCAL LAW DISCLAIMER

The use of many suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law. Before the suggested clauses are used in the grantees procurement documents, the grantees should consult their local attorney.

1.49 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

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EXHIBITS

LIST OF EXHIBITS

1. Required Forms / Certifications
2. Price Proposal Forms / Payment terms
3. FDOT District Offices
4. Vehicle Delivery Checklist
5. Formula for Price Escalation

EXHIBIT 1

TRIPS PURCHASING AGREEMENT # TRIPS-11-CA-GB

PRE-AWARD REVIEW CERTIFICATIONS

Edward Bart, acting on behalf of agencies purchasing vehicles under the contract established by TRIPS Proposal # TRIPS-11-CA-RFP, certifies the following:

I. PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart B, the recipient is satisfied that the buses to be purchased from Getaway Bus, Inc. meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.

Date: November 28, 2011

Signature _____ Title: Program Administrator

II. PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart B, the buses to be purchased from Getaway Bus, Inc. are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: November 28, 2011

Signature: _____ Title: Program Administrator

III. PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49, of the CFR, Part 663 - Subpart D, a copy of Getaway Bus, Inc. self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571 has been submitted.

Date: November 28, 2011

Signature: _____ Title: Program Administrator

1. PROPOSAL ACKNOWLEDGMENT

Gentlemen:

The undersigned, as proposer, hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

Transit Research Inspection Procurement Services Program

TRIPS CONTRACT PROPOSAL #TRIPS-11-CA-RFP

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of Specifications:

__Addendums 1 through 8_____

_____

_____

DEALER	MANUFACTURER
Date January 25 2012	Date Jan 25, 2012
Signature [illegible]	Signature [illegible]
Company Name Cretaway Bus	Company Name Glaval Bus
Title President / Mbr/Mgr	Title General Manager

Updated April 21, 2010

9. STANDARD ASSURANCES

Federal Requirements for Invitation for Proposal

I, Susan A Gould, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

Comptroller General's Proposer's Certification

Gretaway Bus and Global Bus hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.

Other Assurances

I, Susan A Gould, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # VF100478-5.

Gretaway Bus and Global Bus assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.

Gretaway Bus and Global Bus assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

DEALER	MANUFACTURER
Date February 24, 2011	Date February 24, 2011
Signature Susan A Gould	Signature Jim VanNeval
Company Name Gretaway Bus	Company Name Global Bus
Title MBR/MGR	Title Dealer Sales Rep

10. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

DEALER

Date February 24, 2011

Signature [illegible]

Company Name Greyhound Bus

Title MGR/MGR

MANUFACTURER

Date February 24, 2011

Signature [illegible]

Company Name Gillig Bus

Title Dealer Sales Rep

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

DEALER

Date _____

Signature _____

Company Name _____

Title _____

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

(Applicable to purchases over $100,000.00)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The proposer or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

DEALER	MANUFACTURER
Date February 24, 2011	Date February 24, 2011
Signature [illegible]	Signature [illegible]
Company Name Getaway Bus	Company Name Glaval Bus
Title MBR / MGR	Title Dealer Sales Rep

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

DEALER	MANUFACTURER
Date _____	Date _____
Signature _____	Signature _____
Company Name _____	Company Name _____
Title _____	Title _____

12. BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a proposal or offer exceeding the small purchase threshold for. Federal assistance programs, currently set at $100,000.)

Certificate of Compliance

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

DEALER

Date February 24, 2011

Signature Susan A Gould

Company Name Getaway Bus

Title MBR/MGR

MANUFACTURER

Date February 24, 2011

Signature Jane Van Nevel

Company Name Gillig Bus

Title Dealer Sales Rep

Updated Apr 31, 2012

Glaval Bus
A Division Of Forest River, Inc.

BUY AMERICA COST DOCUMENTATION

Pre-Award Base Build

FDOT - Universal

Revised - February 2011

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
Chassis	Ford Motor Company / USA		0.404547392
ENGINE	CUMMINS / US		
TRANSMISSION	ALLISON / US		
FRONT AXLE	FORD MOTOR CO. / US		
REAR AXLE	DANA CORP. / US		
DRIVE SHAFT	FORD MOTOR CO. / US		
FRONT SUSPENSION	KELSEY HAYES / US		
REAR SUSPENSION	FORD MOTOR CO. / US		
STEERING SYSTEM	FORD MOTOR CO. / US		
AIR CONDITIONING	FORD MOTOR CO. / US		
Glaval Base Build Material	Glaval Bus / USA	In	0.085833125
Glaval Base Build Labor			0.055850321
Air Conditioning System	ACC / USA		0.081570864
Heat System	Pro Air / USA		0.006319905
Wheelchair Securement System	Q'Straint / USA		0.014991402
Wheelchair Lift Assembly	Braun / USA		0.063492997
Seating	Freedman Seating / USA		0.045679684
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Total unit cost minus discount	**Total% of vehicle manufactured in the United States (minimum):**		**75.83%**

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

Updated Apr 31, 2012

Glaval Bus
A Division Of Forest River, Inc.

BUY AMERICA COST DOCUMENTATION

Pre-Award Base Build

FDOT - Titan II

Revised - February 2011

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
Chassis	GM Motor Company / USA		0.374990767
ENGINE	GM Motor Company / USA		
TRANSMISSION	GM Motor Company / USA		
FRONT AXLE	GM Motor Company / USA		
REAR AXLE	DANA Corporation / USA		
DRIVE SHAFT	GM Motor Company / USA		
FRONT SUSPENSION	Kelsey Hayes / USA		
REAR SUSPENSION	GM Motor Company / USA		
STEERING SYSTEM	GM Motor Company / USA		
AIR CONDITIONING	GM Motor Company / USA		
Glaval Base Build Material	Glaval Bus / USA	In	0.085368196
Glaval Base Build Labor			0.056134131
Air Conditioning System	ACC / USA		0.080537706
Heat System	Pro Air / USA		0.00635202
Wheelchair Securement System	Q'Straint / USA		0.015067583
Wheelchair Lift Assembly	Braun / USA		0.063815644
Seating	Freedman Seating / USA		0.04591181
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Total unit cost minus discount	**Total% of vehicle manufactured in the United States (minimum):**		**72.82%**

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

Updated Apr 31, 2012

Glaval Bus
A Division Of Forest River, Inc.

BUY AMERICA COST DOCUMENTATION

Pre-Award Base Build

FDOT - Ford Sport

Revised - February 2011

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
Chassis	Ford Motor Company / USA		0.395130883
ENGINE	CUMMINS / US		
TRANSMISSION	ALLISON / US		
FRONT AXLE	FORD MOTOR CO. / US		
REAR AXLE	DANA CORP. / US		
DRIVE SHAFT	FORD MOTOR CO. / US		
FRONT SUSPENSION	KELSEY HAYES / US		
REAR SUSPENSION	FORD MOTOR CO. / US		
STEERING SYSTEM	FORD MOTOR CO. / US		
AIR CONDITIONING	FORD MOTOR CO. / US		
Glaval Base Build Material	Glaval Bus / USA	In	0.078498611
Glaval Base Build Labor			0.058963179
Air Conditioning System	ACC / USA		0.083541515
Heat System	Pro Air / USA		0.006672149
Wheelchair Securement System	Q'Straint / USA		0.015826959
Wheelchair Lift Assembly	Braun / USA		0.067031825
Seating	Freedman Seating / USA		0.021692243
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Total unit cost minus discount	**Total% of vehicle manufactured in the United States (minimum):**		**72.74%**

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

Updated Apr 31, 2012

Glaval Bus
A Division Of Forest River, Inc.

BUY AMERICA COST DOCUMENTATION

Pre-Award Base Build

FDOT - Chevy Sport

Revised - February 2011

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
Chassis	GM Motor Company / USA		0.376131751
ENGINE	GM Motor Company / USA		
TRANSMISSION	GM Motor Company / USA		
FRONT AXLE	GM Motor Company / USA		
REAR AXLE	DANA Corporation / USA		
DRIVE SHAFT	GM Motor Company / USA		
FRONT SUSPENSION	Kelsey Hayes / USA		
REAR SUSPENSION	GM Motor Company / USA		
STEERING SYSTEM	GM Motor Company / USA		
AIR CONDITIONING	GM Motor Company / USA		
Glaval Base Build Material	Glaval Bus / USA	In	0.078972838
Glaval Base Build Labor			0.059319388
Air Conditioning System	ACC / USA		0.082656884
Heat System	Pro Air / USA		0.006712457
Wheelchair Securement System	Q'Straint / USA		0.015922573
Wheelchair Lift Assembly	Braun / USA		0.067436778
Seating	Freedman Seating / USA		0.027630347
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Total unit cost minus discount	**Total% of vehicle manufactured in the United States (minimum):**		**71.48%**

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

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Glaval Bus
A Division Of Forest River, Inc.

BUY AMERICA COST DOCUMENTATION

Pre-Award Base Build

FDOT - Primetime

Revised - February 2011

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
Chassis	Ford Motor Company / USA		0.398220401
ENGINE	CUMMINS / US		
TRANSMISSION	ALLISON / US		
FRONT AXLE	FORD MOTOR CO. / US		
REAR AXLE	DANA CORP. / US		
DRIVE SHAFT	FORD MOTOR CO. / US		
FRONT SUSPENSION	KELSEY HAYES / US		
REAR SUSPENSION	FORD MOTOR CO. / US		
STEERING SYSTEM	FORD MOTOR CO. / US		
AIR CONDITIONING	FORD MOTOR CO. / US		
Glaval Base Build Material	Glaval Bus / USA	In	0.07911239
Glaval Base Build Labor			0.059424211
Air Conditioning System	ACC / USA		0.084194724
Heat System	Pro Air / USA		0.006724319
Wheelchair Securement System	Q'Straint / USA		0.015950709
Wheelchair Lift Assembly	Braun / USA		0.067555945
Seating	Freedman Seating / USA		0.021861854
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Total unit cost minus discount	**Total% of vehicle manufactured in the United States (minimum):**		**73.30%**

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

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Glaval Bus
A Division Of Forest River, Inc.

BUY AMERICA COST DOCUMENTATION

Pre-Award Base Build

FDOT - Entourage

Revised - February 2011

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
Chassis	Ford Motor Company / USA		0.369059714
ENGINE	CUMMINS / US		
TRANSMISSION	ALLISON / US		
FRONT AXLE	FORD MOTOR CO. / US		
REAR AXLE	DANA CORP. / US		
DRIVE SHAFT	FORD MOTOR CO. / US		
FRONT SUSPENSION	KELSEY HAYES / US		
REAR SUSPENSION	FORD MOTOR CO. / US		
STEERING SYSTEM	FORD MOTOR CO. / US		
AIR CONDITIONING	FORD MOTOR CO. / US		
Glaval Base Build Material	Glaval Bus / USA	In	0.080273056
Glaval Base Build Labor			0.054223125
Air Conditioning System	ACC / USA		0.113674501
Heat System	Pro Air / USA		0.010273855
Wheelchair Securement System	Q'Straint / USA		0.011643703
Wheelchair Lift Assembly	Braun / USA		0.049314506
Seating	Freedman Seating / USA		0.050684353
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Total unit cost minus discount	**Total% of vehicle manufactured in the United States (minimum):**		**73.91%**

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

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Glaval Bus
A Division Of Forest River, Inc.

BUY AMERICA COST DOCUMENTATION

Pre-Award Base Build

FDOT - Legacy

Revised - February 2011

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
Chassis	Ford Motor Company / USA		0.503950416
ENGINE	CUMMINS / US		
TRANSMISSION	ALLISON / US		
FRONT AXLE	FORD MOTOR CO. / US		
REAR AXLE	DANA CORP. / US		
DRIVE SHAFT	FORD MOTOR CO. / US		
FRONT SUSPENSION	KELSEY HAYES / US		
REAR SUSPENSION	FORD MOTOR CO. / US		
STEERING SYSTEM	FORD MOTOR CO. / US		
AIR CONDITIONING	FORD MOTOR CO. / US		
Glaval Base Build Material	Glaval Bus / USA	In	0.076982673
Glaval Base Build Labor			0.038333966
Air Conditioning System	ACC / USA		0.081510116
Heat System	Pro Air / USA		0.007263278
Wheelchair Securement System	Q'Straint / USA		0.008231715
Wheelchair Lift Assembly	Braun / USA		0.034863733
Seating	Freedman Seating / USA		0.068081123
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Total unit cost minus discount	**Total% of vehicle manufactured in the United States (minimum):**		**81.92%**

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

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Glaval Bus
A Division Of Forest River, Inc.

Final Assembly Location
Glaval Bus
914 County Road #1 North
Elkhart, In 46515

Final Assembly Manufacturing Activities Performed
Glaval Bus interconnects the OEM chassis incomplete vehicle consisting of but not limited to engine, transmission, axles, cooling system, heating system, air conditioning system and braking system with our bus body design consisting of but not limited to items and processes listed below. Glaval Bus creates an end product through many manufacturing processes starting with an incomplete vehicle and after adding many different elements and components completes the vehicle as a passenger Bus.

Chassis Cab Alterations
- Remove Chassis Components (Place in Dunnage Box for Re-Installation)
    - Driver and Passenger Seats
    - Remove Seat Belts
    - Remove Sun Visors and Courtesy Light
    - Remove Front Marker Lights
- Rear cab panel sheet metal cut out
- Cab roof panel sheet metal cut out (Removing area to allow more head room)
- Apply Rust Proofing to Cut Edges
- Rear Frame Extensions Added

Floor Assembly and Installation
- Cut all steel for floor assembly
- Weld all steel for floor assembly
- Install floor assembly onto chassis (floor bolted to chassis)

Wall Assembly and Installation
- Cut all steel for wall assembly (roadside and curbside)
- Weld all steel for wall assembly (roadside and curbside)
- Laminate interior, exterior and insulation in a vacuum press (roadside and curbside)
- Install wall assemblies to floor assembly (walls bolted to floor assembly)

Roof Assembly and Installation
- Cut all steel for roof assembly
- Weld all steel for roof assembly
- Laminate interior, exterior and insulation in a compression press
- Install roof assembly to wall assemblies (roof bolted to wall assemblies)

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Connection of Body Structure to Chassis Cab

- Install steel tube supports along cab "B" pillar (tubes bolted to "B" Pillar)
- Install steel structure above chassis cab (Upper roof support)
- Install Passenger steps / entry way
- Install steel structure and sheet metal for lower skirt panels
- Installation of plywood flooring
- Installation of flooring (Koroseal, RCA, Altro, etc.)

Exterior ABS and Fiberglass

- Install Front Overhead Cap (fiberglass)
- Install Driver's Side Transition (fiberglass)
- Install Passenger Side Transition (fiberglass)
- Install Rear ABS Caps (3-5 pieces)

Electrical, Heating and Air Conditioning

- Install wiring harnesses for:
  - Interior lighting
  - Heaters
  - Speakers
  - Destination Signs
  - Entrance Doors
  - Wheelchair Lift
  - Interlocks (for wheelchair lifts & emergency rear doors)
  - Front and Rear marker/clearance lights
  - Rear Stop, Tail and Turn Lights
- Installation of all Electrical items, same as harness requirements
- Install hoses for auxiliary heaters
- Install auxiliary heaters and controls
- Install hoses for auxiliary air conditioning
- Install auxiliary air conditioning system/s
  - Condensers
  - Evaporators
  - Compressors (engine mounted) requires modification of chassis engine components like compressor mount, belts, tensioners, etc.
  - Operation Controls
  - Charge and Test System

Passenger Seating, ADA components, Doors, Windows

- Installation of Seats may include
  - Armrests
  - Headrests
  - Grab Handles
  - Footrests
- Installation of Wheelchair Tie-Downs and Belts
- Installation of Wheelchair Lift
- Installation of Wheelchair Lift Doors (built in-house)
- Installation of Emergency Rear Door (built in-house)
- Installation of Passenger Entry Doors, Step Treads and Door Seals
- Installation or Overhead Grab Rails
- Installation of Entry Grab Rails and Modesty Panels (built in-house)

Updated Apr 31, 2012

- Installation of Windows in Walls, Doors and Transitions
- Install Rear Bumper
- Re-Installation of Parts From Dunnage Box

Destination Signage and Interior Panels

- Installation of Front Destination Sign (requires window installed in front Fiberglass cap)
- Side Destination Sign
- Controller (ODK) if applicable
- Installation of Interior Panels
    - "B" Pillar
    - Mor/View Panel
    - Windshield Liner
    - Front Vertical
    - Entry Door Header
    - Entry Door Surround
    - Light Bar Panels
    - Finish Trimwork

Inspections / Testing/Final Finish

- Inspections performed in three places online
- Inspection performed in Final Finish
- Underbody Sealants Applied
- Front End Alignment (Toe-In / Toe-Out)
- Headlights Aimed
- Unit Weighed and Federal Tags Applied
- Test Drive and Road Inspections Performed
- Water Test Performed
- Paint and Body Damage Repair
- Cleaned and Detailed Inside and Out
- Graphics and Decals Applied
- After all Inspection Write-Ups are Corrected Unit Is Released for Shipment

13. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

DEALER

Date February 24, 2011

Signature [illegible]

Company Name Gateway Bus

Title Mgr/MGR

MANUFACTURER

Date February 24, 2011

Signature [illegible]

Company Name Glaval Bus

Title Dealer Sales Rep

14. CERTIFICATION REGARDING LOBBYING

(To be submitted with each proposal or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. 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 an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C.§ 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor Gateway Bus & Travel certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

DEALER	MANUFACTURER
Signature of Contractor's Authorized Official:	Signature of Contractor's Authorized Official:
Name and Title of Contractor's Authorized Official: Susan A Gould MBA/MGR	Name and Title of Contractor's Authorized Official: June Van Nevel - Dealer Sales Rep
Date 2.24.11	Date 2.24.11

15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

The proposer, if a transit vehicle manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not approved by FTA.

The proposer, if a Dealer or non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 26.49.

DEALER

Date February 24, 2011

Signature [illegible]

Company Name Gateway Bus

Title M&R/MGR

MANUFACTURER

Date February 24, 2011

Signature [illegible]

Company Name Glaval Bus

Title Dealer Sales Rep

NOTE: ***An approved annual FTA certification must be received before a contract extension can be considered for each year.***

16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

Certification of Compliance with all safety related items contained in **Part 2: Technical Specifications.**

The Proposer hereby certifies that it shall comply with the safety related requirements contained in **Part 2: Technical Specifications** (reference Federal Register Vol. 47, No. 195, Oct. 7, 1982 FTA Docket Nov. 81-3).

DEALER	MANUFACTURER
Date February 24, 2011	Date February 24, 2011
Signature [illegible]	Signature [illegible]
Company Name Gateway Bus	Company Name Glaval Bus
Title MBR/MGR	Title Dealer Sales Rep.

17. TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter 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 Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 2 l, 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 Purchasing Agreement.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement 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 Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.

(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 Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the TRIPS, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

17. TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the TRIPS shall impose such Contract sanctions as it or the FTA 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 Purchasing Agreement, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement 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 subcontract or procurement as the TRIPS or the FTA 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 subcontractor or supplier as a result of such direction, the Contractor may request the TRIPS to enter into such litigation to protect the interests of the TRIPS, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

DEALER	MANUFACTURER
Date February 24, 2011	Date February 24, 2011
Signature [illegible]	Signature [illegible]
Company Name Gateway Bus	Company Name Glaval Bus
Title MBR/MGR	Title Dealer Sales Rep

18. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

The Proposer hereby certifies that it shall comply with all requirements contained in **Part 2: Technical Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

DEALER

Date February 29, 2011

Signature [illegible]

Company Name Gateway Bus

Title MGR/MGR

MANUFACTURER

Date February 24, 2011

Signature [illegible] VanNewl

Company Name Glaval Bus

Title Dealer Sales Rep

19. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. Lower tier participant certifies, by submission of this bid proposal, that neither it nor its "principals" (as defined at 49 CFR Part 29) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DEALER

Date February 24, 2011

Signature Susan D. Crowell

Company Name Gateway Bus

Title MBR MGR

MANUFACTURER

Date February 24, 2011

Signature Jim VanNevel

Company Name Glaval Bus

Title Dealer Sales Rep

20. E-VERIFY CERTIFICATION

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

DEALER

Date February 24, 2011

Signature Susan C. Gould

Company Name Gateway Bus

Title MBR/MGR

MANUFACTURER

Date February 24, 2011

Signature Jane VanNeal

Company Name Glaval Bus

Title Dealer Sales Rep

EXHIBIT 2

PRICE PROPOSAL FORM A

(Base Gas Engine Vehicle Price)

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Ford 5.4** **Chassis GVWR** *(pounds)* **11,500** **Base Vehicle Length** *(approx ft)* **21**	**$55,897**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Ford 6.8** **Chassis GVWR** *(pounds)* **11,500** **Base Vehicle Length** *(approx ft)* **21**	**$56,537**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Chevrolet** **Chassis GVWR** *(pounds)* **12,300 SPT** **Base Vehicle Length** *(approx ft)* **21**	**$57,921**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Chevrolet** **Chassis GVWR** *(pounds)* **12,300 TTN** **Base Vehicle Length** *(approx ft)* **22**	**$58,216**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Ford** **Chassis GVWR** *(pounds)* **12,500** **Base Vehicle Length** *(approx ft)* **22**	**$57,303**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Chevrolet** **Chassis GVWR** *(pounds)* **14,200** **Base Vehicle Length** *(approx ft)* **22**	**$59,686**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Ford** **Chassis GVWR** *(pounds)* **14,500** **Base Vehicle Length** *(approx ft)* **22**	**$58,831**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Ford** **Chassis GVWR** *(pounds)* **16,500** **Base Vehicle Length** *(approx ft)* **25**	**$71,693**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Ford** **Chassis GVWR** *(pounds)* **18,000** **Base Vehicle Length** *(approx ft)* **25**	**$72,481**

	PRICE
Cutaway Type Vehicle **Chassis Manufacturer** **Ford** **Chassis GVWR** *(pounds)* **19,500** **Base Vehicle Length** *(approx ft)* **25**	**$73,669**

	PRICE
Cutaway Type Vehicle -Diesel Only **Chassis Manufacturer** **Freightliner** **Chassis GVWR** *(pounds)* **26,000** **Base Vehicle Length** *(approx ft)* **30**	**$115,332**

Updated: Apr 31, 2012

PRICE PROPOSAL FORM B

SEATING

ITEM	PRICE PER PERSON
Standard Seat	$225
Fold-away Seat	$384
Children's Seat	$450

Agencies will select floor plans from TRIPS approved floor plans when placing orders. Each Dealer shall submit the floor plans which will be made available to the TRIPS. This (these) floor plans are to be the detailed drawings and shall be accompanied by a sample of the Dealer's standard four wheel weight analysis as a pre-build projection. The finished vehicle cannot exceed GVWR, GAWR or four wheel weight limitations as established by the chassis manufacturer. Dealer will be limited to offering TRIPS agencies only those floor plans submitted with their proposal.

UPHOLSTERY INFORMATION-VINYL COLORS AVAILABLE

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

PRICE PROPOSAL FORM F

TERMS OF PAYMENT

The following terms of payment are proposed:

The agencies will submit their portion of the purchase price (local match) to the 5310 administrator at CUTR when the vehicle order is placed.

1. A 2% (24% per annum) service charge will be added to all past due accounts.

2. Total proposal price is based on payment terms of net sixty (60) days after acceptance of each vehicle. If Contractor has not received payment in full within the 60 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 61.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form, other than that requested, will render the proposal unresponsive.

Date February 24, 2011

Signature Susan P. Gould

Company Name Gateway Bus

Title MPR/MGR

Updated Apr 31, 2012

EXHIBIT 3

FDOT DISTRICT OFFICES

Julia Davis
FDOT District One
PO Box 1030
Fort Myers, FL 33902-10
(239) 656-7800

Kathy Rudd
FDOT District Three
1074 Hwy 90
Chipley, FL 32428-0607
(850) 415-9549

Theodis Perry
FDOT District Five
133 S. Semoran Blvd.
Orlando, FL 32807
(407) 482-7871

Tracy Dean
FDOT District Seven
11201 N. McKinley Dr.
Tampa, FL 33612-6403
(813) 975-6195

TBD
FDOT District Two
2198 Edison Avenue, MS 2813
Jacksonville, FL 32204
(904) 360-5687

Jayne Pietrowski
FDOT District Four
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
(954) 777-4661

Ed Carson
FDOT District Six
1000 N. W. 111th Ave., Room 6105
Miami, FL 33172
(305) 470-5255

EXHIBIT 4
VEHICLE DELIVERY CHECKLIST

The below items must be presented at time of delivery of vehicle to agency or vehicle will be considered non-acceptable.

- ☐ Vehicle properly serviced, clean and in first class operating condition. Includes front end alignment, wheels balanced, unnecessary stickers removed
- ☐ Proper "Application for Registration"
- ☐ GVWR - either on Certificate of Origin or Registration
- ☐ Four Wheel Weight Analysis Certification
- ☐ Odometer Certification
- ☐ "As Built" Wiring diagrams and chassis electrical manuals
- ☐ Service, chassis service and "As Built" Parts manuals
- ☐ Operator's manual
- ☐ Dealer Invoice
- ☐ Spare key(s)
- ☐ Bill of sale
- ☐ Warranty papers (forms, policy, procedures)
- ☐ Maintenance schedule
- ☐ Post-Delivery Audit documents-
    - o Buy America Certificate and documentation annotating percentage breakdown and per centages, location and items present during final assembly (post-delivery breakdown document)
    - o FMVSS
    - o Specifications
    - o Blank Acceptance / Rejection Notification

EXHIBIT 5

FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION

Escalation will be c alculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) (Industry) Category PCU3362113362117 "Buses and Firefighting vehicles, complete, produced on purchased chassis:" **, not seasonally adjusted. I n no ev ent will the prices for any purchase release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release or the base price of the purchase order release if less than twelve (12) months after the initial contract award.

Index Point Change	**Examples**
PPI Index: Future Recomp Month	141.1
Less PPI Index: Base Award Month	137.5
Equals Index Point Change	3.5

Index Percent Change	**Examples**
Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.5
Equals	0.0254
Results multiplied by 100 equals Percent Change	2.54%

Total price of standard bus	=	$42,850.00
Minus price of chassis	=	$27,050.00
Equals total second stage price	=	$15,800.00

"Certain Dollar Amount" = Cost of second stage price divided by 100

Certain Dollar Amount = 15,800 / 100 = 158

Price of second stage will change $158.00 per 1 percent movement in the producer price index (PPI)

In this example, 2.54% times $158.00 equals $401.32. This could be added to the total cost of the add-ons per bus. Chassis increase would be added separately per instructions in Section 1.2. Once recompilation of second stage pricing is completed, the last recomp month becomes the new award month.

** = *If discontinued, Category* PCU3362113362119 "Trucks/vehicles, other types, complete, produced on purchased chassis:" *will be used.*

***NOTE:* These figures provided for illustrative purposes only.**

PART 2

TECHNICAL SPECIFICATIONS

Contract #TRIPS-11-CA-GB

Glaval Cutaway Transit Vehicles

TECHNICAL SPECIFICATIONS

#TRIPS-11-CA-GB

CUTAWAY TRANSIT VEHICLES

2.1.0 GENERAL INFORMATION

2.1.1 The first bus produced under this agreement shall be considered the "prototype" bus. After inspection of this vehicle, TRIPS reserves the right to mandate changes to the electrical system wiring, related components and general quality control finishes. Contract language will be revised to reflect these changes and subsequent manufactured vehicles shall include all changes as standard in production.

2.1.2-2.1.17 INTENTIONALLY LEFT BLANK

2.1.18 The vehicle shall conform in all respects to State of Florida Motor Vehicle laws (including, but not limited to, Chapter 316, Florida Statutes, Safety rules of the Department of Transportation, Chapter 14-90, promulgated under the requirements of Chapter 341, Florida Statutes) and the American with Disabilities Act, Title 49 Code of Federal Regulations, parts 38, Accessibility Specifications for Transportation Vehicles, Subpart B-Buses, Vans and Systems. This vehicle shall also comply with 40 CFR Parts 85 & 86 Air Pollution and Emission Standards for New Vehicles. Compliance with all applicable Federal Motor Vehicle Safety Standards shall also be required. The successful bidder will be required to provide any and all results of testing accomplished under the final rules issued by the Federal Transit Administration, 49 CFR Part 655 Bus Testing Program. The tests include the evaluation of maintainability, reliability, safety, performance, structural integrity, fuel economy and noise.
Test based on: **5 years/ 150,000 mile, Entourage and Titan II Altoona Test for 7 year/200,000 mile.**

2.1.19 Workmanship throughout the vehicle shall conform to the highest standards of accepted commercial practice and shall result in a neat and finished appearance. The complete vehicle(s) furnished must be of substantial and durable construction in all respects. All sub-components must be installed per the sub-component manufacturer's standard mounting/installation/operations instructions. Any deviations on component mounting/installation/operations procedure must be approved in writing by the sub-component manufacturer and TRIPS prior to installation.

2.1.20 Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. Welds not meeting these standards will be rejected. Rejection will result in the total replacement of sub-floor assemblies and/or cage assemblies. All exterior skin side welded surfaces shall be ground smooth and be free of unfriendly surfaces as part of the standard production process. All welds shall be inspected for quality and subject to on line inspection. All welding shall be performed using MIG welding machines utilizing Argon gas. All steel body/floor structure shall be coated rust inhibiter primer for corrosion protection and to prevent rust. Galvanized steel is used in construction and all welds are sprayed with a galvanized primer.

2.1.21 All parts, components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. The exhaust system and drive line shall be free from primer. Manufacturer shall certify that it has the equipment necessary to accomplish this task. Any sub-component installed underneath the vehicle shall not be primed.

2.1.22 All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All fasteners used in the vehicle shall be backed by a Certificate of Quality by the manufacturer and have been found to be in accordance with all SAE and ANSI specifications.

2.1.23 Cutting of the chassis to increase or decrease chassis length will not be permitted. This will be verified through serial number checks. The proposal shall include a detailed description and drawings of frame insert section. The rear overhang, measured from the center of the rear axle to the outer edge of the rear bumper, cannot exceed 1/3 of the overall vehicle length. Rear frame extensions shall be Butt-welded with a continuous weld and shall exceed the requirements of the chassis manufacturer. In addition, the FDOT requires a 4" x 12" x 1/4" steel plate to be installed and welded with a continuous weld around the entire circumference of the plate and bolted. Further, The FDOT will not allow re-certification of the chassis OEM GVWR and GAWR. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted.

2.1.24 All vehicles shall be weighed "as built" before release and manufacturer's engineering department shall perform a four corner weight analysis on each vehicle that indicates the weight of the vehicle and any attachments, the maximum weight of the occupants (150 pounds per seated position

and 250 pounds per wheel chair position), and the weight of a full tank of fuel for GAWR and GVWR evaluation. A copy of the "as built" weight certification, four corner weight analysis and an "as built" floor plan shall be on each vehicle shipped to Florida for the TRIPS. The "as built" weight certification shall provide the following information for each individual bus:

> VIN of the bus
> Manufacturer
> Body Serial Number
> A description (type) of the bus
> Date of certification
> The number of ambulatory passenger capacity including driver
> The number of wheelchair positions
> Four wheel weight distribution of the actual completed weight of the bus including all attachments
> Four wheel weight distribution of the weight of the ambulatory passengers including driver
> Four wheel weight distribution of the weight of the wheelchairs
> Four wheel weight distribution of the weight of the Fuel
> Four wheel weight distribution of the total weight of the vehicle
> Weight analysis must have signature and title of person submitting it

In addition to the manufacturer's weight calculations and documents, TRIPS will require that the manufacturer's complete and submit weight calculations on TRIPS Form #TRIPS-11-CA. TRIPS will perform random four wheel weight analysis at the Springhill Inspection, Testing & Research Facility in Tallahassee. The total weight at each wheel must not exceed 50% of the GAWR for that axle and GVWR must not be exceeded. Any bus that exceeds either condition will be rejected.

2.1.25 Manufacturer will be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants.

2. Check all fluid levels to insure proper fill.

3. Adjust the engine for proper operating condition.

4. Inflate tires to proper pressure.

5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.

6. Cleaning of vehicle, and removal of all unnecessary stickers and debris.

7. Full front-end alignment utilizing heavy duty equipment and experienced trained technicians to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment is to be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with fully adjustable front end components installed to allow alignment in the field without replacing any components.

8. Focusing of headlights utilizing equipment designed for this purpose.

2.1.26 Manufacturer shall certify that it:

1. Has in operation or has the capacity to have in operation, a manufacturing plant.

2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities.

3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.

2.1.27 Dealer will be required to submit weekly status reports into the TRIPS Database Center, which tracks the progress of each individual vehicle through the procurement and production process, from receipt of order through delivery and acceptance of each individual vehicle by the agency. This report shall be coordinated with the manufacturer's report and must be submitted the first workday following the previous workweek.

See Part 2, **Exhibit 1: TRIPS Database Dealer Requirements,** for information describing the process for Dealers to submit Weekly Status Reports to the TRIPS Database Center.

2.1.28 Dealer shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Correct and repair all deficiencies noted in the TRIPS Pre-delivery Inspection Report conducted on each individual vehicle at its Springhill Bus Inspection Research & Testing facility in Tallahassee. All repairs must be completed before delivery to Purchaser. The Dealer must enter detail of the repair action into the TRIPS Database Center for the specific VIN of each vehicle inspected by TRIPS Staff.

2. Check all fluid levels to insure proper fill levels.

3. Adjust the engine for proper operating condition.

4. Inflate tires to proper pressure.

5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.

6. Cleaning of vehicle, and removal of all unnecessary stickers, markings and debris.

2.1.29 All sub-component units installed such as, but not limited to wheelchair lift, restraint systems, passenger seating, event data recorders, alternators, air conditioning, and any other subcomponent installed by the bus manufacturer shall be installed per the sub-component manufacturer's installation instructions. All subcomponent manufacturer Installation Instructions must be submitted to TRIPS prior to the first bus being delivered from this contract.

2.2.0 ENGINE

2.2.1 Gasoline engine shall be manufacturer's standard for this size bus considering components and accessories proposed. The proposed engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. Ford E-350 base engine is 5.4L, 255 HP @ 4500 RPM- 350 LB/FT @ 2500 RPM, optional V-10 is 6.8L, 305 HP @ 4250 RPM- 420 LB/FT @ 3250 RPM. Ford E-450 base engine is 5.4L, V-10 is optional. Ford E-450 base engine is 6.8L V-10. Ford F-550 base engine is 6.8L V-10, Chevrolet base engine in all models is 6.0, 323 HP @ 4600 RPM- 373 LB/FT @ 4400 RPM. There is no gas engine available for Freightliner.

2.2.2 Diesel engine shall be manufacturer's primary option for this size bus considering components and accessories proposed. The specified engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. The 6.6 Duramax diesel engine, 250 HP @ 3200 RPM- 460 LB/FT @ 1600 RPM is available for the Chevrolet 12,300 and 14,200 chassis'. The diesel option 6.7 L Power stroke, 300 HP @ 2800 RPM, 660 FT LB@1,600 RPM is available for the F450-550 Ford chassis'. Engine in Freightliner is CUM ISB 6.7-220 220 HP @ 2300 RPM, 2600 GOV, 520 LB/FT @ 1600 RPM.

2.2.3 A Compressed Natural Gas (CNG) engine, which is the manufacturer's standard for this size bus considering components and accessories proposed, must be provided as an alternative fuel option. The specified engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. Manufacturer shall propose engine horsepower and torque. TRIPS reserves the right to accept hybrid drive-train system and/or other alternative fuel engines when offered by the manufacturer during the term of this contract.

2.2.4 INTENTIONALLY LEFT BLANK

2.2.5 Heavy-duty, minimum 4-speed, automatic, overdrive transmission, with tow/haul mode, and the most extreme duty cycle available from OEM, compatible with the engine specified, is standard. Gross input power, gross input torque and rated input speed shall be compatible with the engine specified.

2.3.0 COOLING SYSTEM

2.3.1 The FDOT will accept the OEM heater hose in the engine compartment. Silicone hose with constant torque clamps shall be installed between the OEM connection and the auxiliary heater. All heater hose shall be routed below floor level to ensure passenger safety. Electric-vacuum controlled auxiliary heater fluid shut-off valves shall be included as standard equipment. Goodyear Hoses are acceptable.

2.4.0 EXHAUST SYSTEM

2.4.1 The vehicle shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements. Heavy-duty exhaust hangers shall be standard equipment and shall be bolted to the frame. All hanger U-bolt thread orientation must be directed sideways. All

altered exhaust joints shall be welded with a continuous weld. Glaval welds the exhaust hangers in place and then places a bolt through the flange.

2.4.2 The exhaust tailpipe shall terminate at the left rear corner of the bus. Exhaust pipe shall terminate 2 inches or less from vertical body line and shall be smooth cut with no rough edges.

2.4.3 Galvanized heat shielding shall run between the exhaust system and the floor of the vehicle, at a minimum, this shield shall meet OEM Up-Fitter Guide requirements, or approved equal.

2.5.0 DRIVE SHAFT

2.5.1 Protective metal guards for the drive shaft shall be provided to prevent a broken shaft from touching the ground, contact any brake line, or whipping through the floor. The drive shaft guards shall conform to 49 CFR. Manufacturer shall provide a detailed description of the guard(s) proposed.

For each drive shaft section, the protective metal guard shall be located within ¼ of the length of the shaft and behind the forward U-joint. The bottom portion of the hoop shall be no more than three (3) to four (4) inches from the outer surface of the drive shaft.

2.6.0 SUSPENSION

2.6.1 Suspension shall be manufacturer's standard. It must be load rated for the GVWR of the size bus involved. A Mor-ryde rear suspension system will be standard equipment on all vehicles provided in this procurement, both for ride enhancement and prevention of vehicle "listing". OEM standard shocks and leaf springs shall be proposed. Freightliner chassis shall use air ride rear suspension as standard equipment.

2.7.0 AXLES

2.7.1 Axles shall be manufacturer's standard. Axle must be load rated for the GVWR of the size bus involved.

2.8.0 BRAKES

2.8.1 Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 miles per hour and meet the FDOT Performance Brake Test Procedure **(Part 2,**

Exhibit 4). They must be capable of this type of stop 3 times in a rapid succession from a speed of 20 miles per hour without brake fade.

2.8.2 The parking brake shall be capable of holding a fully loaded vehicle on a 15 degree incline and meet the FDOT Emergency/Park Brake Procedure Test **(Part 2, Exhibit 5**). The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is applied.

2.8.3 The controls for the wheel chair lift shall be interlocked with the vehicle parking brake system and transmission to ensure the vehicle cannot be moved from the park position when the wheel chair lift door is open. The interlock must meet ADA Title 49 Lift Interlock requirements.

2.8.4 The interlock system shall be a solid state, microprocessor-controlled unit that utilizes "Plug and Play" connections to the chassis, incorporating intermittent fault filter technology to eliminate false signals from activating the system, and have a dash mounted LED to display sub-system status. The system shall be an Intermotive ILIS system, or approved equal.

2.9.0 TIRES & WHEELS

2.9.1 Steel wheels are standard. Aluminum wheels will be provided as an option **(See Part 3: Options),** except for the Chevrolet chassis.

2.9.2 Stainless steel wheel liners / inserts, front and rear wheels will be provided as an option **(See Part 3: Options).**

2.9.3 A spare tire, mounted and balanced on the same type wheel assembly of the tires mounted on bus, shall be provided as standard and shipped loose with each vehicle. The spare tire shall be covered and secured so as not to damage the interior of the bus in shipment.

2.10.0 ELECTRICAL

2.10.1 The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift, 4-way flashers, air conditioning, or heater, and other accessories in constant operation). The entire electrical system, shall comply with CFR 49 sections 393.29, 393.30, 393.31, 393.32, and 393.33 respectively.

2.10.2 OEM alternator is preferred where total amperage draw does not exceed total output (excluding wheelchair ramp). If an aftermarket alternator is used, a belt analysis must be performed and approved by the alternator manufacturer. Bus manufacturer may be asked to furnish a sample of any aftermarket alternator for testing prior to award of contract. The alternator(s) proposed must meet or exceed the alternator manufacturer performance standards. Alternator must be capable of producing this level of output with alternator surface temperatures up to 220 degrees Fahrenheit. Manufacturer shall perform testing of total amperage draw on all vehicles under this contract to ensure compliance. The upgrade (non-OEM) alternator manufacturer shall provide a permanent label under the hood stating brand, model number, serial number and alternator output. The OEM alternator output cable to the OEM power supply box must be retained and a separate second stage cable shall be installed ensuring even voltage distribution between the two sets of circuits. If an alternator or alternators is/are equipped with a separate rectifier bridge or an external regulator, the rectifier and or regulator shall be mounted inside cab of the vehicle. The alternator(s) proposed must meet or exceed the alternator manufacturer performance standards and **Part 2, Exhibit 6: Alternator Output Test.** Ford E-350/E-450 is OEM 225 amp, Ford F-550 gas is KEI 240 amp, Ford 550 diesel is dual OEM 160 amp, GM 3500 is OEM 145, GM 4500 Express is dual 145 amp (diesel only), Freightliner chassis is Delco-Remy 275 amp.

2.10.3 The vehicle shall have dual top post 700 CCA batteries located in a readily accessible area on a pullout stainless steel tray under the body. The access door shall be non-locking latch type. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. All battery cable connections shall be coated to prevent corrosion. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use ONLY". Batteries must be date stamped and be no older than 1 year from delivery date. The L and W battery tray (model 1017405-without center divider-model 1017346 with center divider) will be used, except on the Freightliner models.

2.10.4 A fast idle system shall be installed which will automatically increase the engine speed (RPM) to approximately 1500 RPM on gasoline engines and 1200 RPM on Optional diesel engines. The fast idle shall be Inter-motive Advanced Fast Idle Systems (AFIS), or approved equal. Include a Gateway Module capable of being actuated either by driver, a voltage sensor, an air conditioner, an air compressor command, or a low coolant temperature command. This fast speed idle shall engage only when the vehicle is in Park.

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2.10.5 Glaval will provide their standard wiring system on all models.

2.10.6 A reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device, but emitting at least 7dbb (A) plus or minus 4db with a supply of 14 volts shall be installed. Conformity to the environmental test stipulated by the SAE shall not be required.

2.11.0 WIRING HARNESS & ROUTING

2.11.1 The wiring harness must be built by a reputable wiring harness manufacturer and must be built to length of bus. Proposer must supply the name of this manufacturer and provide a list of recent customers; and must submit a proposed wiring schematic. Each harness shall be as-built with the exception of optional items, but each wiring schematic must identify each optional circuit. Harness may incorporate wiring for options not selected by the end user. Schematics shall include each connecter pin number and location. It shall also include symbols indentifying electrical components along with location of each component. Each set of schematics shall have a legend that identifies each symbol used, including grounds.

All wiring shall be vinyl insulated to 200 degrees Fahrenheit, shall meet SAE standards, and shall be color coded and number coded at least every eighteen (18) inches and permanently labeled to identify their function. Battery cables shall be 1/0 gauge with minimum of 0.075" wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop.

Entire harness system and mating electrical components shall be plug-connected with lock tab connectors; all terminals are machine crimped; all harnesses shall be covered in high temp conduit and all exterior under body/under hood connectors are Weather-Pak connectors.

All multi-pin connectors with 12 or more conductors shall be environmentally sealed electrical connectors with a tab connector. All connectors with 3 to 12 circuits that are under the hood and/or under the vehicle shall be environmentally sealed high impact plastic connectors with pull apart locking tabs. All connections containing one to two circuits shall be made with Posi-Lock connectors. Any solder joints must be pre-approved by FDOT. **NO BUTT CONNECTORS WILL BE ALLOWED**.

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2.11.2 All body wiring shall be run inside the body in a protected area. All wiring shall be in a loom and secured for maximum protection. Clamps shall be rubber or plastic coated to prevent them from cutting the wiring insulation. When routing wiring under vehicle all wiring shall be encased in a loom and attached to the frame and sub-floor structure with rubber or plastic coated P-clamps every 12 inches and shall not be bundled with hoses. The harness shall run in straight lines as close to the chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails or routed inside the frame rails. A minimum of four (4) circuit protected pre-wire connectors for additional components(i.e. camera system, farebox) that are capable of high amperage draws shall be provided. Pre-wires shall terminate in the interior electrical panel and be clearly marked.

2.11.3 All fuses and relays (other than chassis OEM) shall be placed in an electrical panel. The panel shall be accessible through a non-locking door. Connection to OEM electrical system shall be accomplished through connectors supplied by the chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit box door that displays circuit fusing and identification information.

2.12.0 FDOT CRASH AND SAFETY TESTING STANDARDS

It is mandatory that the Proposer meet the approval requirements of the FDOT Crash and Safety Testing Standards. Award of contract is contingent on successfully completing the Pre-Qualification process and obtaining a Temporary Waiver Contract. The Pre-Qualification process must be completed prior to first build; no buses will be built until satisfactory results are obtained. TRIPS will then issue a Temporary Waiver Contract Award for a period of no more than 24-months from issuance of the temporary waiver. Satisfactory Full Scale testing should be completed within 24-months. Detailed information on the Pre-Approval Process requirements can be found in **Part 2, Exhibit 7: Pre-Qualification Structural Test Procedure.**

The Pre-approval Process (90-days) consists of two steps:

Step 1 – Manufacturer submits to TRIPS detailed cage structural drawings, a description of the method of attachment and a description of materials to be used in its construction. Upon TRIPS completing their review, any structural concerns will be discussed with the manufacturer.

Step 2 – TRIPS will notify the manufacturer to send a full body cage consisting of only primary structural tubing and plate to the FDOT

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Springhill Road Test Facility. This cage should be constructed using normal production methods and include the entry stairwell and front cap. The frame will fail the evaluation if it is inconsistent with the assembly drawings or is not representative of normal production.

If the manufacturer fails to meet the approval requirements at the end of the temporary waiver contract period, the Contract Award will be terminated. Information on the full scale approval requirements on these standards can be found in **Part 2, Exhibit 8: FDOT Crash and Safety Test Approval Process (Full Scale).**

2.12.1 A fully welded structural steel cage is critical in the construction of a sound paratransit bus. Structural steel framing is important as it provides an effective means of energy absorption in the cage structure and protects passengers against extensive deformation during roll-over and side impact accidents.

Care should be taken to ensure the quality of the welds connecting the steel cage. Large differences in strength of the steel framing can be attributed to the poor performance of welds due to incorrect material preparation and/or incorrect heat setting used on the welding machine.

To ensure the structural integrity of the frame is not compromised through the service life of the paratransit bus, measures should be taken to protect the structural steel frame from corrosion. This can be addressed through the use of galvanized steel or a sprayed on coating/paint.

The use of compact cross sections, as defined by AISC Steel Construction Manual Table B4.1, for structural steel components used in the construction of paratransit busses is recommended. Upon failure, structural steel components with a compact cross section experience appropriate rotational capacity at local plastic hinges. Failure of a non-compact section is unwanted as it is rapid and absorbs less energy when compared to the failure of a compact section.

Structural members with closed cross sections have characteristics more favorable for use in paratransit bus construction. Members with closed cross sections are more easily connected to other members as they can facilitate full perimeter welds, whereas members with open section typically do not. In addition to this, members with closed cross sections typically resist local buckling better, leading to higher rotation capacity and improved structural performance. Examples of both sections are provided below.

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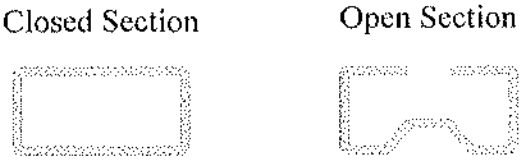
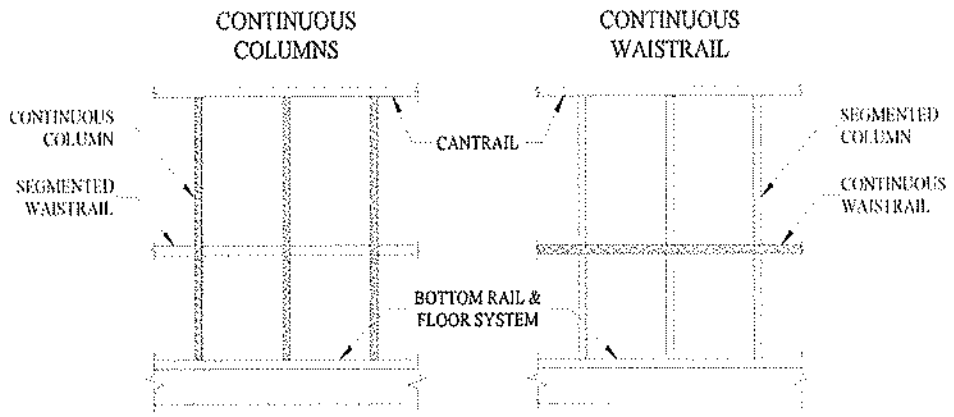


Having a sidewall construction with continuous vertical columns and a segmented waistrail provides superior impact resistance when compared to a similar sidewall with segmented vertical columns and a continuous waistrail. The main reason for this significant performance discrepancy is reduced energy absorption in plastic hinges developing prematurely in the discontinuous columns, close to the connection with the waistrail. The difference in sidewall construction is shown below.



To provide a strong cage structure, it is important that structural members are welded on both sides as shown in the left of the figure directly below. The recommended weld pattern creates a strong connection in both directions of loading. If a weld is only present on one side of the member, the connection will provide little bending resistance in the direction that causes the member to rotate about the weld, as shown in the middle and right of the figure below.

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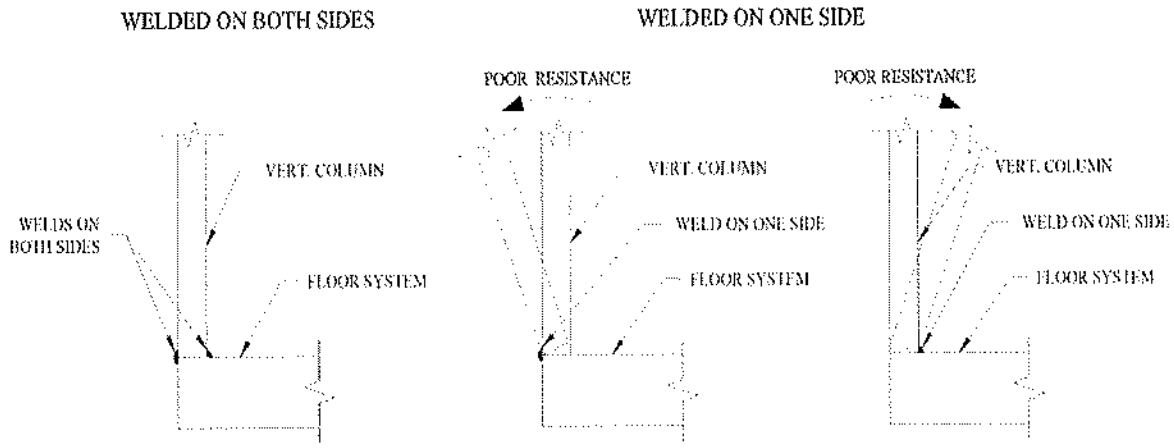
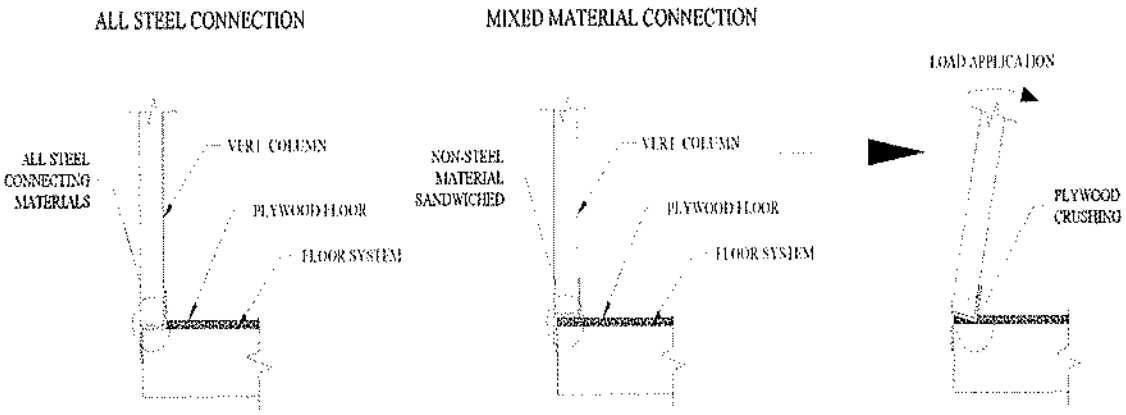


Avoid the inclusion of non-steel materials between steel structural components. There are two key reasons for this: First, non-steel components typically have adverse effects on the overall structures performance due to their poor mechanical properties, thus creating a weak point in the structure. Second, the inclusion of non-steel components creates difficulties when trying to connect the main structural steel components. In the figure below, left and middle, two very similar wall-to-floor connections are shown, except for the fact that the second connection includes plywood sandwiched between the steel components. This difference results in a connection that is much less stiff and exhibits lower strength due to the crushing of the sandwiched plywood, leading to a failure as shown on the right of the figure below.



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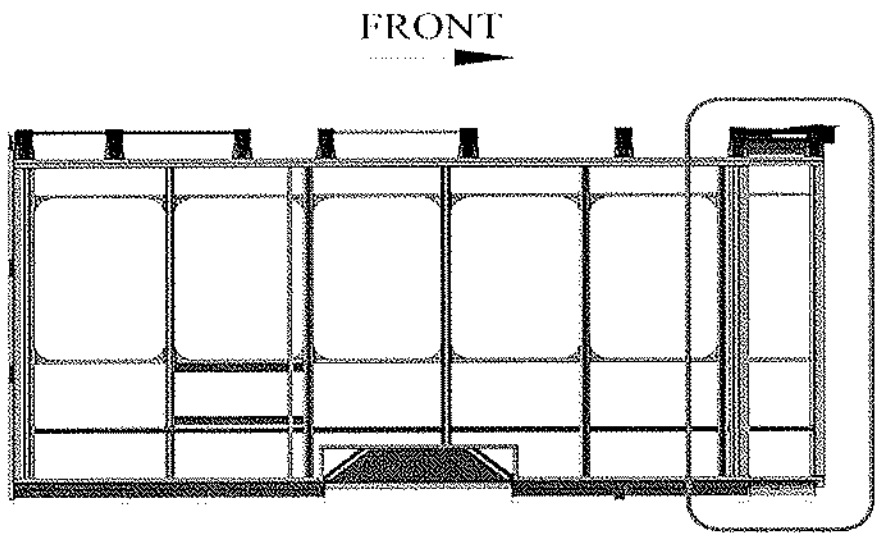
Exterior skin and spray foam insulation can provide significant strength contributions to the bus structure depending on their composition and installation. This is most significant in short busses, as there is high variability in the cage construction along the length of the bus due to the presence of doors and wheel wells.

It is critical that the front of the passenger cage be designed and built to provide adequate strength and stiffness and not rely solely on its attachment to the cutaway cab for strength. This is important as the front of the passenger cage does not have a structural assembly capable of providing lateral stiffness in the event of an impact. Circled in red on the figure below is the area of interest.



2.12.2 All joints shall be caulked and sealed at the time of construction to produce water and dust tight seal. In addition to the Federal Motor Vehicle Safety Standards (FMVSS) or the Advanced Design Bus (ADB) Crash Worthiness Test requirements, the manufacturer shall also meet all applicable State of Florida Regulations in effect at the time of manufacture.

2.12.3 All dimensions, positioning of components, clearances, etc., shall be based on standard adult passengers.

2.13.0 FLOOR

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2.13.1 Proposals shall include a description of the material that will be used and structural drawings of the floor assembly.

2.13.2 Flooring shall be 5/8 inch thick, engineered wood Advantech, or approved equal, with moisture barrier and sealed edges.

2.13.3 The entire body frame under structure of the vehicle shall be primed on all surfaces, allowing the primer to cover all metal surfaces, applied at the time of manufacture. Any sub-component installed underneath the vehicle shall not be primed. Galvanized steel with Flo Coat covers the inside and outside of the tubing.

2.13.4 Manufacturer shall provide an access panel for the fuel pump assembly.

2.14.0 WHEEL HOUSINGS

2.14.1 Rear wheel housing shall be constructed of 14 gauge (minimum) one-piece steel constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain. All steel shall be treated for corrosion resistance. In the event that tires extend beyond side of the vehicle, splash aprons and fenders shall be provided.

2.14.2 Front wheel housings are to be provided with the chassis cab section.

2.15.0 INTENTIONALLY LEFT BLANK

2.16.0 DOORS

2.16.1 Passenger entry door shall be a dual, electric swing out type with two glass windows. Clear door opening shall be a minimum of 30 inches wide by a minimum of 80 inches in height.

2.16.2 All entry doors shall utilize long-life friction reducing materials and/or methods at upper and lower door-leaf pivot points. All door header linkages and rotation points shall incorporate similar long-life friction reducing materials/methods in their construction.

2.16.3 If vehicle proposed has a passenger cab door, then the passenger entry door shall be in the body directly rearward of the passenger cab door.

2.16.4 The entry door shall be fully encompassed by an integrally welded steel door surround. The entire door surround shall be fully welded to the steel substructure (cage) and floor cross members and become an

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integral part of the vehicle structure. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, and dust around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors.

2.16.5 The passenger entry door shall function through the use of an electric door operator. This door operator shall be modular in design for easy installation and reliable performance. The door operator shall develop sufficient force to close the doors and keep closed during normal operation, while at the same time provide slam free operation. The door operator shall either open or close the door in approximately 2.5 seconds.

For emergency situations, a manual door release control shall be provided adjacent to the door, and shall be designed to permit simple operations to override the electric door operator. This manual door release control shall be quickly identified for emergency exit only. For normal operations, the door operator shall not open the passenger door until the transmission lever is placed in *PARK*. With the door in the open position, the transmission will remain locked in the *Park* position until the door is totally closed. The entry door shall be equipped with a sensitive edge as standard that will reopen the door when closed on a passenger or object in the doorway.

2.17.0 EMERGENCY EXITS

2.17.1 Hinge-out windows shall be installed for emergency escape. Emergency escape windows shall comply with FMVSS-217.

2.17.2 A rear emergency door with upper and lower windows shall be installed. The emergency door shall be equipped with an audible alarm and light indicating to the driver, should the door be locked and or opened while the ignition is on. This door shall have a lock to prevent entry from outside. In all seating arrangements a 12 inch wide (minimum) unobstructed aisle shall be provided leading to the rear emergency door.

2.17.3 The vehicle transmission shall not shift out of the park position when the rear emergency door is locked or when the door is unlatched or opened. An audible alert capable of 95 db(A) and a driver warning light shall be produced any time the emergency door is open and the ignition is on.

2.17.4 Emergency escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The

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emergency release handle will meet FMVSS-217 requirements and shall not return to the locked position automatically; it shall require the driver or other authorized person to manually re-lock it. All emergency exits shall comply with F.A.C. 14-90.

2.17.5 Each emergency exit shall be identified with a 12 volt red LED lamp assembly, with a 10,000 hour life bulb, wired to the vehicle ignition circuit. This system, along with window signage, shall provide passengers with a clear identification of exit routes. Next to or immediately below each LED light fixture shall be a decal, one (1) inch Helvetica Medium white letters on red background, stating "Emergency Exit".

2.17.6 For standardization purposes, all vehicles shall be equipped with a Specialty Manufacturing Pro Lo roof hatch that is equipped with both an internal and external operating handle. Hatch shall open from rear toward the front.

2.18.0 SASH AND GLASS

2.18.1 Side sash shall be T-slider type. The sash shall be equipped with latches. Sash shall not slide (open or close) upon brake application. Side sash and rear glass may be either laminated safety glass or tempered safety glass.

Side sash glass .....double density*
Rear end glass .....double density*
Windshield glass .....single density
Driver's window glass .....single density
Right side glass opposite Driver.....single density
Entrance door glass .....single density

Tinting color shall be smoke (gray) .....single density

***NOTE: Maximum tinting shall be 31% light transmittance.**

2.18.2 Glazing material shall be in accordance with the latest version of ANSI - Z26.1, Safety Code for Safety Glazing Materials for Motor Vehicles Operating on Land Highways. Glass must be AS-3 tempered. Glass grade shall be visible on each window pane.

2.18.3 The street-side (left) rear most passenger window shall be fixed, not allowing the window to be opened. This is to keep exhaust fumes from entering the bus.

2.18.4 Window frames will be anodized black.

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2.19.0 LIGHTS

2.19.1.0 Exterior Lights

2.19.1.1 Tail brake lights, rear turn signals, back-up lights and state license tag light shall be LED fixtures. A center-top mounted third brake light shall be provided and it shall be an LED fixture. The mid-bus and front and rear marker lights shall all be LED fixtures. Proposer shall provide technical information, life expectancy, warranty and identification of the manufacturer providing the above LED lighting.

2.19.2.0 Interior Lights

2.19.2.1 Vehicles shall incorporate side and/or center ceiling mounted interior lighting and shall be LED fixtures.

2.19.2.2 The number of lights and their light output shall be determined by providing a minimum average of 15 foot- candles illumination on a 1 square foot plane at an angle of 45 degrees from horizontal, centered 33 inches above the floor and 24 inches in front of the seat back at each seat position. Floor surface in the aisles shall be a minimum of 10 foot-candles. For interior floor, seat and aisles the light fixture must maintain constant light output over a 12 volt range. Each light fixture must have an integral power driver to maintain proper current and voltage to the fixtures.

2.19.2.3 There shall be two (2) shielded front passenger door floor/step well lights, wired to illuminate when the passenger door opens and shall be mounted to provide light on the entry floor platform and steps. The floor light shall meet with ADA requirements and shall activate only when the doors open and will turn off when doors close. The lights shall be LED type.

2.19.2.4 A separate light shall be installed to illuminate the outside area on the ground surface to a level of no less than 1 foot-candle for a distance of three (3) feet beyond the doorway. The outside door light shall be located to prevent casting a shadow on the step tread and shall illuminate the platform when deployed. Lamps at the front passenger door shall comply with ADA requirements and shall activate only when the doors open. The light fixtures shall be LED type.

2.19.2.5 Vestibule (area between passenger door and driver seat) shall be illuminated to a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed.

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2.19.2.6 The driver's seat and instrument panel area shall have a LED flush-mounted ceiling light to provide general illumination and it shall capable of illuminating the area between the lower half of the steering wheel nearest the operator and the operators seat, to a level of 10 to 15 foot-candles. This light shall be controlled by the operator through a switch on the front console or with the integral design of the light fixture. This light shall illuminate without ignition activation.

2.19.2.7 Instrument panel and switch panel shall be indirectly lighted in a way as to prevent casting a glare on the windshield. All light sources shall be located to minimize windshield glare when the bus is in motion, with distribution of the light focused primarily on the passengers' reading plane.

2.19.2.8 Light fixtures shall utilize an integral harness and weatherproof connector to inhibit water and dirt intrusion yet allow for easy removal and service. Lens material shall be polycarbonate. All light fixtures, excluding instrument panel and switch panel, in this section shall be LED. Proposer shall provide technical information, life expectancy, warranty and identification of the manufacturer providing the above LED light.

2.20.0 REFLECTORS

2.20.1 Reflectors shall be size, type color and location required to comply with the requirements of both FMVSS - 108 and the regulations established by the State of Florida.

2.21.0 STANDARD SEATS

2.21.1 Standard seating shall be *Freedman Feather Weight* Mid Hi Back seats. They must meet or exceed all applicable Federal Motor Vehicle Safety Standard including FMVSS 210 seat belt certification test. All seats shall have the following minimum requirements. Upholstery material will be vinyl thirty-two ounce per linear yard. Colors are shown in Exhibit A, Part 1. The bidder shall provide a description of the seats they propose along with a copy of their seat pull test for the model bus.

2.21.2 INTENTIONALLY LEFT BLANK

2.21.3 All seat belts shall be the Freedman USR (Under Seat Retractor). Seat belts shall meet or exceed FMVSS 209 (seat belt assemblies, performance and strength) and FMVSS 210 (seat belt mounting certification.) The passenger seats, frames and seat belts should operate as a complete system. All two-point seat belts must be permanently mounted on the seat frame. Seat belts attached to the

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floor track or wall track are not acceptable. All seat belt retractors must be permanently located under or behind the seating position. All seat belts must be user friendly, easy to operate, lightweight, and durable with metal buckles.

2.21.4 All seat frames will be attached to the vehicle by the use of mounted tracks that are welded to the floor and walls.

2.21.5 All aisle seat positions are to have top grab rails. Grab rails must be molded and bolted to the seat frame structure. The grab rails must meet White Book test requirements.

2.21.6 Provide Freedman Seating Featherweight High Back rigid frame seats as an option **(See Part 3: Options).**

2.21.7 Provide all Freedman seat upholstery material with "Dimensions With Nanocide" provided by CMI Enterprises, or approved equal, as an option: Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal **(See Part 3: Options).**

2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal, as an option: Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal **(See Part 3: Options).**

2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR as an option **(See Part 3: Options).**

2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased **(See Part 3: Options).**

2.22.0 FOLD-AWAY SEATS

2.22.1 Forward facing seating shall be Freedman Aisle Maker 3-Step seats. They must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 210 seat belt certification test.

2.23.1 INTENTIONALLY LEFT BLANK

2.24.0 DRIVER SEAT

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2.24.1 OEM driver seat with right arm rest shall be standard. Seat shall be fully adjustable type and shall include shoulder and lap restraining belt with retractor and right armrest. The seat shall be vinyl and shall be color keyed to the passenger seats. Entourage/Freightliner OEM seat does not have a right hand arm rest.

2.24.2 Provide USSC Evolution G2E driver's seat with pedestal as an option **(See Part 3: Options).**

2.24.3 Provide Freedman Sport with Relaxor driver's seat as an option **(See Part 3: Options)**, except Freightliner.

2.25.0 FLOOR COVERING

2.25.1 Floor covering shall be slip resistant rubber flooring. Steps shall have a yellow edge or nosing to pronounce the presence of the step. A cove molding shall be installed in the body to the floor corners to aid in floor cleaning. The floor covering shall meet the requirements of FMVSS-302. At the step well(s), there shall be no lip or nosing overhang, the step tread flange shall be flush with the vertical riser to eliminate any tripping condition.

2.25.2 There shall be a 2" wide white "Standee Limit" stripe set into the aisle covering located to the rear of the driver's section. The Standee Line shall meet the requirement of 49CFR section 393.90 and include a notice to passengers *"Law Prohibits Passengers Standing Forward of the White Line While Bus in Motion"*, or approved equal phrase, posted in an area adjacent to white line and in clear view of passengers facing forward.

2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring as an option **(See Part 3: Options).**

2.26.0 INTERIOR FINISH

2.26.1 The interior walls and ceiling surface finish shall be reinforced plastic of sufficient thickness adequately supported to prevent buckling and provide a washable surface. No Luan plywood shall be utilized in the vehicle construction. Proposers do not need to submit samples of products or materials with proposals. However, a detailed description of the products or materials, including available patterns and colors, will be submitted. During the negotiation process, the RFP Review Committee may request samples as needed for evaluation.

2.26.2 All interior materials must comply with FMVSS-302.

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2.26.3 Install driver safety partition as an option **(See Part 3: Options).**

2.27.0 GRAB RAILS & STANCHIONS

2.27.1 Handrails and stanchions shall be provided in the entrance of the vehicle and elsewhere in a configuration as specified in 49 Code of Federal Regulation, Part 38, Subpart B, and Section 38.29.

2.27.2 There shall be a continuous ceiling-mounted grab rail on both sides of the aisle (except over doorways), vertical stanchions from floor to ceiling or seat back grab handles to provide a passenger with secure holding areas from front of the vehicle to the rear. In the positioning of stanchions and grab handles, there shall be no more than 38 inches between one holding device and the next, from one end of the aisle way to the other. The 38-inch dimension can be figured longitudinally of the body, across the body or diagonally from one to the other.

2.27.3 Ceiling grab rails shall terminate into vertical stanchions or turn up into the ceiling. No exposed ends will be accepted.

2.27.4 A modesty panel shall be positioned at the rear side of the entry door. Panel shall be mounted with 1½ - 2 inch spacing between the bottom of the panel and the floor to facilitate cleaning the floor. Fastening of the panel shall be by bolts or rivets, screws will not be acceptable. The forward side of this panel shall include a handle for boarding and alighting passengers in line with the door grab handles described above.

2.27.5 Grab rails and stanchions shall be made of 1¼ inch diameter stainless clad tubing, stainless clad shall be 0.02 inches thick. Fitting ells, tees, flanges and bolts shall be stainless steel. Ceiling grab rail support brackets shall be stainless steel or anodized cast aluminum. Grab rails/handles shall be mounted on both sides of the passenger door entry. Propose other available material options for stanchions and hand rails.

2.27.6 Provide Powder-Coated handrails and stanchions as an option (**See Part 3: Options).**

2.28.0 CONTROLS AND SWITCHES

2.28.1 All controls and switches shall be mounted within easy reach of the driver. They shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for night time operation in such a way as to prevent glare in the windshield or driver's side windows. The

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gauges and alarms required are further described in **Part 2, Exhibit 2: Instruments.**

2.29.0 HEATER/DEFROSTER

2.29.1 The OEM and passenger heater unit(s) must achieve a 65 degree interior temperature with an empty coach when the ambient temperature is "30" degrees Fahrenheit within 30 minutes (measured at front mid-vehicle and rear in the vehicle). Additional passenger compartment heater(s) shall be mounted to the floor under seats at the manufacturer's standard location to produce an even interior temperature. The blower motors for the passenger compartment heater system(s) shall be easily accessible for servicing and controlled by a three-position switches having *HIGH, LOW,* and *OFF* positions. All passenger compartment heaters shall be shielded to prevent blowing hot air onto the passenger's legs. Interior heating must meet performance standards described above. Manufacturer must submit testing results with the proposal.

2.29.2 There shall be vacuum/electric shut-off valves in the heater piping. A booster pump may be required to meet the above performance standard with gasoline engines and shall be standard with diesel engines.

2.29.3 Heater hoses shall be of top quality silicon material. Hose clamps shall be stainless steel constant torque type. Hoses will be insulated with wrap-around foam pipe insulation.

2.29.4 Hoses shall be protected and supported by approved clamps in all locations where they are close to or pass through metal frame members to prevent chafing. Hoses shall be shielded against heat at any location where they pass over or near any part of the exhaust system.

2.30.0 SUN VISOR

2.30.1 Sun visor shall be padded type, fully adjustable, to provide sun glare protection at the windshield or the driver's side window. A friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

2.31.0 MIRRORS

2.31.1 Two (2) exterior rear view mirrors shall be provided; one (1) at the driver's left side mounted in the OEM location, one (1) on the right/curb side. The mirrors shall have a minimum of 60 square inch reflective

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area. The mirrors shall be mounted out of the driver's normal driving line of vision to prevent "blind spots". The Velvac 2020SS exterior mirror, or approved equal, shall be standard. Mirror must be adjustable to meet FAC 14-90. Freightliner chassis will use the Rosco heated/remote mirror as standard.

2.31.2 One interior view mirror shall be located above the windshield and shall be a C & J Mirror BDS Dead Angle Mirror, or approved equal. One OEM rear view mirror shall be windshield mounted. Legacy-Freightliner chassis does not come with an OEM rear view mirror.

2.31.3 All mirror mountings will be sufficiently rigid to prevent viewing distortion due to vibration. Exterior mirror mountings shall permit moving out of position to prevent mirror damage from automatic bus washers.

2.31.4 Provision shall be made for a minimum 5 inch convex mirror on each side of the vehicle attached permanently to the exterior view mirrors.

2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat. **(See Part 3: Options).**

2.32.0 EXTERIOR FINISH

2.32.1 All welds shall be chipped to remove slag. All metal parts shall be de-greased and properly cleaned and sanded in preparation for painting. All metal surfaces shall be sprayed with primer. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to prevent corrosion as much as possible. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be chipped. The weld and the surrounding area shall be primed again.

2.32.2 All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Finished color paint brand and description shall be proposed. The proposals shall also include a description of the manufacturer's painting procedure. Vehicles shall come standard with a quality painted white finish.

2.32.3 Proposals shall include samples of the manufacturer's most popular paint schemes with pricing, as noted in **Part 6, Paint Schemes.**

2.33.0 RUST PROOFING

2.33.1 The entire underbody, including wheel housings shall be rust proofed with Primer. Glaval's entire underbody is constructed of galvanized Flo coated steel-no additional primer is needed on this material.

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2.33.2 Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft.

2.34.0 BUMPERS

2.34.1 Bumpers shall be provided at both front and rear of the vehicle. The front bumper shall be OEM chrome. Rear bumper shall be steel and painted black. The rear bumper shall be installed using heavy duty brackets bolted to the frame or frame extensions (not welded). The bumper shall be bolted directly to the bumper brackets with a minimum of 8 bolts (4-each side). Bolts shall be a minimum 7/16 inch grade 8 or approved, and must have a flat transition panel from the body to the bumper. Provide Romeo Rim HELP bumper as an option.

2.34.2 Provide Reverse Assistance System bumper as an option (**See Part 3: Options).**

2.34.3 Provide Reverse camera and monitor backing system as an option **(See Part 3: Options).**

2.35.0 INSULATION

2.35.1 Proposals shall include type of insulation to be applied in or on roof, side walls, front cap and rear cap surfaces. Documentation of R-Value for each area shall be provided.

2.36.0 AIR CONDITIONING

Only an FDOT approved supplier is qualified for installation on TRIPS Contract vehicles. Current FDOT approved suppliers are ACC Climate Control and Trans AIR.

2.36.1 The air conditioning equipment **must** be capable of cooling buses to meet or surpass the minimum requirements of **Part 2, Exhibit 9: Air Conditioning Pull-Down Test Procedure**.

2.36.2 Vehicles shall have a totally split system. No "Add-On Systems" shall tie into OEM System in any way.

2.36.3 Air circulation shall be high volume with low velocity to provide draft-free passenger comfort.

2.36.4 All hoses shall be routed and secured in such a way that they will not rub or chafe. Routing of these hoses shall not interfere with the access of routine maintenance items such as dip-sticks, air filters, or access

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doors. When routing hoses under the coach the hoses shall be run in a straight line and shall be secured with rubber or plastic coated p-clamps every 12 inches. Refrigerant hoses shall be a refrigerant type double braided barrier construction. Refrigerant fittings shall be "Quick Click" or equivalent. Hoses and fittings must be qualified to SAE specification J2064. AC System shall be equipped with a digital control panel with diagnostic capabilities.

2.36.5 INTENTIONALLY LEFT BLANK

2.36.6 Provide air purification system as an option (**See Part 3: Options).**

2.37.0 WHEEL CHAIR LIFT

2.37.1 The wheel chair lift, its design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 49 CFR Part 571, and Florida Rule Chapter 14-90 [Equipment and Operational Safety Standards Governing Public-Sector Bus Transit Systems]. *General guidelines for the platform are provided below. Omission in this guidance does not relieve proposer from compliance requirements of the ADA or Florida Statue – Chapter 14-90.*

2.37.2 Vehicle shall be equipped with a fully automatic wheelchair lift mounted on the curbside of the vehicle, accessible via access doors. The lift door on the right side of the vehicle shall meet ADA measurement requirements with doors open and the lift deployed to floor level. The lift shall be mounted so as not to detract from structural integrity of the vehicle. The lift gate shall be of heavy-duty frame design. The wheelchair entrance door shall be open swinging type with window. Manufacturer shall provide with bid package a detailed description of the method of attachment of door surround to the body cage. The outer edges of the wheelchair access doors shall be weather-stripped with a continuous strip to provide a watertight seal. A cylinder type gas shock mechanism for opening and closing the door shall be installed. This mechanism shall be capable of holding the door in the fully open position when the lift is in use. The wheelchair lift shall be installed using the instructions and hardware provided by the lift manufacturer. A minimum of four (4) support bars installed underneath the floor are required.

2.37.3 The lift shall have a self-cleaning, see through; non-skid platform (minimum 32" wide) which shall fold and unfold. The lift shall have provision for manual operation in the event of a power failure so that the platform can be operated. Lift shall be a RICON Model S5510,

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Braun Model NCL919IB-2, or Maxon Model WL-6A3353, with the agency given the option of selection. A Ricon Klear-View lift or Braun model NVL917IB may be used as a rear door lift upon obtaining written approval from FDOT (**See Part 3: Options).** Such request shall be submitted in writing by the agency requesting the rear lift. The useable platform space must be fully maintained in operation from ground surface to provide a minimum 5 inch barrier to prevent the wheelchair from rolling off the lift during operation. If the hinged barrier is automatically activated, it must be designed to allow for manual operation. A barrier at least 4 inches high shall also be provided on each side of the platform to prevent wheelchairs from rolling over the side edges.

2.37.4 The lift components, including the platform, shall be easily disassembled to facilitate repairs and replacement of parts.

2.37.5 A strip of 3-inch reflective tape shall be added to the outer edge of the lift platform side barrier and shall run the full length of the side barriers.

2.37.6 All lift manufacturers or installers shall legibly and permanently mark each wheelchair lift assembly with the following minimum information in a location easily visible without deploying the ramp:

1. The manufacturers name and address.

2. The month and year of manufacture.

3. A certification that the wheel chair lift and installation conforms to State of Florida requirements applicable to accessible vehicles.

2.37.7 An audible warning signal shall be activated in the vehicle in the event that the lift doors are opened and the interlock is not engaged.

2.38.0 SECUREMENT DEVICES

2.38.1 Securement devices, their design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 30 mph/20G impact Test Criteria per SAE J2249. *General guidance for securement devices is provided below. Omission in this specification does not relieve the bidder from compliance requirements of the ADA and SAE J2249.*

2.38.2 In vehicles with securement device or system for mobility aid devices shall face toward the front of the vehicle.

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2.38.3 Retractors shall be heavy duty with heat treated components and a metal or impact resistant plastic housing. Q'straint QRTMAX shall be the preferred retractor, with SURE-LOK Titan as optional: agency given the option of selection. No L-track or recess pockets are allowable.

2.38.4 The retractor shall be complete with combination retractor straps with height and vertical adjustment for securing the wheelchair or mobility aid and two retractors for the occupant restraint system.

2.38.5 The wheel chair mobility aid retractors shall be equipped with self-adjusting tension controllers for tightening and have the ability for quick release.

2.38.6 The wheelchair or mobility aid retractors shall be equipped with "S" or "J" hooks to simplify operation.

2.38.7 The wheel chair or mobility aid retractors shall be capable of being mounted directly to the vehicle structure using a retractor mounting kit. Q'Straint Slide N' Click system or SURE-LOK So-Lo system will be used.

2.38.8 The occupant restraint system shall be equipped with a height adjuster for the shoulder belt, having a vertical adjustment of approximately 12 inches.

2.38.9 The tie-down system shall be able to secure a standard wheelchair or mobility aid in less than 10 seconds. A set of four (4) "webbing loops" is to be provided at each station.

2.38.10 The retractor securement system shall meet the following requirements:

1. 30MPH/20G impact test criteria per SAE J2249; and
2. 49 CFR Part 38 Americans with Disabilities Act (ADA).

2.38.11 The occupant restraint system shall meet the following requirements when used in conjunction with the retractor system:

1. Federal Motor Vehicle Safety Standards (FMVSS209 & MVSS302);
2. 49 CFR Part 38 Americans with disabilities Act (ADA); and
3. 30MPH/20G impact test criteria SAE J2249.
4. Floor attachments shall be installed according to appendix F in SAE J 2249.

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2.38.12 Storage containers for restraint system belts and instructions for use of restraint system shall be included and mounted in safe and convenient location.

2.38.13 Manufacturer shall install all restraint hardware provided (including under floor backer plates) by the sub-component supplier and by the instructions provided by the sub-component supplier. All securement stations must be ADA compliant.

2.38.14 Provide a stretcher securement system in the rear aisle of the bus as an option. Proposer to provide brand name of stretcher securement system. System must meet the criteria listed: **(See Part 3: Options).**

2.38.15 Provide a replacement stretcher bed (only) as an option **(See Part 3: Options).**

2.39.0 SAFETY EQUIPMENT

Each vehicle shall be provided with the following equipment as standard:

2.39.1 Provide a Zee Deluxe Medical Truck Kit, or approved equal, (see **Part 2, Exhibit 3: *ZEE Medical Kit Supplies)***, mounted in an accessible location.

2.39.2 Provide a Fire Extinguisher, 5 pound rechargeable ABC type, with charge status gauge and decal noting most recent charge date. This unit shall be mounted in an easily accessible interior location near the driver's position and/or vestibule areas.

2.39.3 Provide Warning Triangles, reflective type, three (3) unit kit, secured in a location readily accessible to the driver.

2.39.4 Provide two (2) Seat Belt Cutters, mounted in an accessible location, one near the wheelchair ramp and the other accessible to the driver.

2.39.5 Provide a Blood Pathogen/Bodily Fluid Spill Kit, secured in a location readily accessible to the driver, and manufactured by the First Aid Only Company, or approved equal. The Kit must meet federal OSHA regulation 29CFR1910.1030(d)(3)(i).

2.39.6 Provide a Jones Oxygen Tank Holder, MOR/ryde International MR56-141, shipped loose inside each bus at delivery. Dealer to install at a location selected by Purchaser.

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2.39.7 Provide a Signal Quest vehicle data recorder part # SQ-RPS-0008 provided as standard equipment. System should be a G-force accelerometer monitor and recorder as standard, configured with 2 Accelerometer devices allowing it to detect and record G-forces in 3 axes, front/rear – left/right – up/down. System should also provide the following inputs: reverse, brake and left and right turn signals. Data shall be recorded and retained for a maximum of 60 seconds before and 15 seconds after an event.

2.39.8 Provide Fog Maker fire suppression system as standard equipment. System to be equipped with 4 nozzles at minimum, located in the engine compartment connected to a piston accumulator that contains a water-based liquid fire suppressant agent. The size of the piston/accumulator and number of nozzles shall be determined by the manufacturer based on vehicle size and configuration.

2.39.9 Provide Amerex Small Vehicle System (SMVS) automatic fire suppression powder system, or approved equal, as an option **(See Part 3: Options).**

2.39.9.1 Provide Kidde Fire Suppression System automatic fire suppression system, or approved equal, as an option **(See Part 3: Options).**

2.39.11 Provide in-vehicle computer as an option **(See Part 3: Options).**

2.40.0 PA & ENTERTAINMENT SYSTEMS

2.40.1 Standard bus contains no PA or Entertainment System.

2.40.2 Provide public address system as an option **(See Part 3: Options).**

2.40.3 Provide radio upgrade.

2.41.0 DESTINATION SIGN

2.41.1 Standard bus contains no Destination Sign.

2.41.2 Provide a manually operated destination sign as an option **(See Part 3: Options).**

2.41.3 Provide Twin Vision Elyse software Electronic Destination system as an option **(See Part 3: Options).**

2.41.4 Provide Twin Vision Mobi-Lite electronic destination sign as an option **(See Part 3: Options).**

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2.41.5 Provide Transign Vista Star electronic destination sign as an option **(See Part 3: Options)**

2.41.6 Provide Transign LLC 2-digit incandescent backlight as an option **(See Part 3: Options).**

2.41.7 Provide Transign LLC 3-digit incandescent backlight as an option **(See Part 3: Options).**

2.41.8 Provide a "STOP REQUESTED" sign as an option **(See Part 3: Options).**

2.42.0 OTHER MANUFACTURER/DEALER OPTIONS

2.42.1 **See Part 3: Options.**

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EXHIBITS

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Exhibit 1

TRIPS Database Dealer Requirements

The Florida TRIPS (Transit- Research- Inspection- Procurement Service) Database is managed by the Florida Department of Transportation (FDOT) and administered by the Center for Urban Transportation Research (CUTR) in Tampa. The TRIPS Database is an online application developed to record the vehicles purchased through the TRIPS Program. Type of information collected include: Purchase Order data, Vehicle Description, Vehicle Status, Pre-delivery Vehicle Inspections Defects and Warranty issues.

The TRIPS Database can be found at www.cutr.usf.edu/fvpp2 .

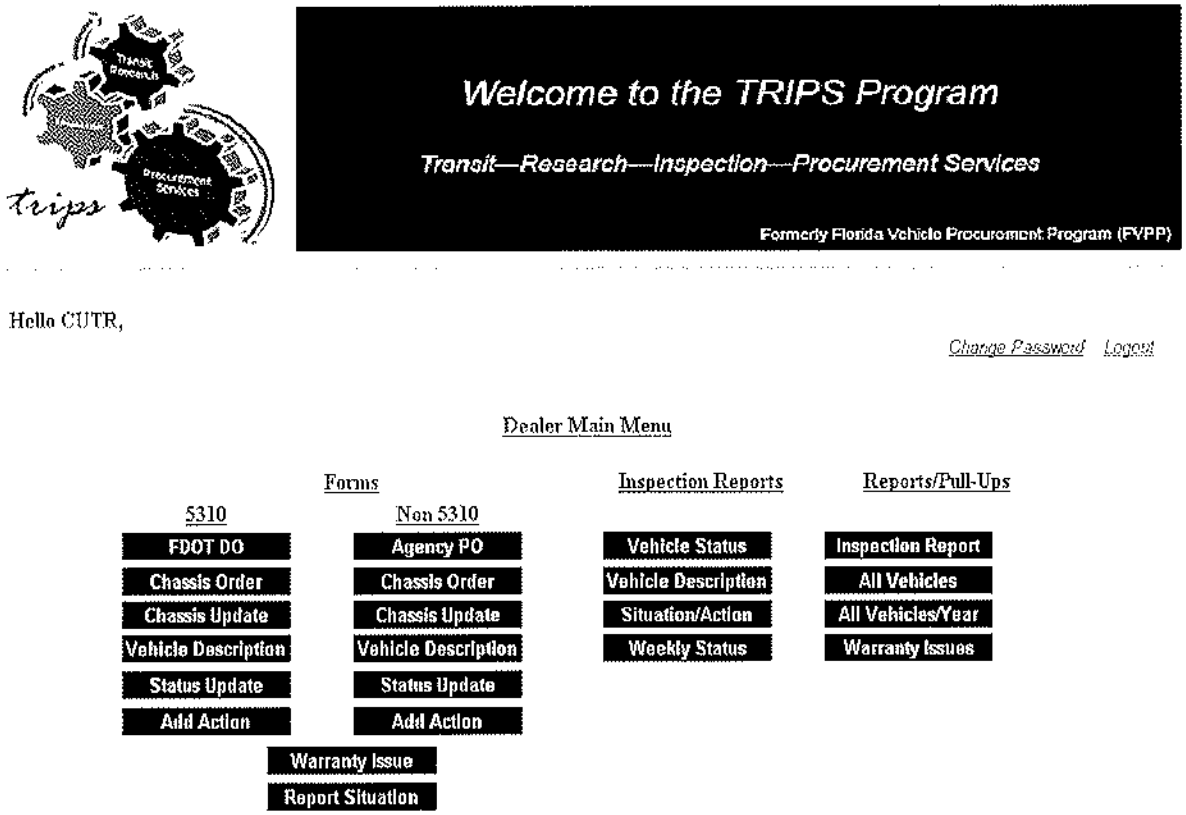
The Dealer is required to enter their vehicle information into the database. The type of data that needs to be entered includes the DO number for a 5310 vehicle and the Purchase Order information if the vehicle is a Non-5310. For both 5310 and Non-5310 the dealer is required to enter data into the Chassis order form (vehicle body serial number and VIN number), the vehicle description form and vehicle status update form.

All vehicle data must be entered into the TRIPS database prior to its delivery to TRIPS Springhill Bus Inspection & Testing facility, located in Tallahassee, FL. VIN#'s must be entered into the TRIPS database within 10 days after issuance of the PO. Any vehicles arriving at the TRIPS Springhill facility without the VIN# in the database will not be inspected until this information is complete in the TRIPS Database. Failure to enter prescribed vehicle information into the TRIPS database will result in contract suspension after two (2) violations.

After the vehicle has been inspection, the dealer is required to enter all actions taken to correct defects found on the vehicle during the TRIPS vehicle inspection in the Action Taken Form.

The Dealer is also required to report warranty issues with the vehicle after the vehicle has been delivered and report the actions taken to fix these issues during the entire warranty period.

The Dealer page also provides reports for individual vehicle and reports for all vehicles sold by the dealer. Description of the forms and reports on the dealer page are provided below.



DEALER FORMS

FDOT Form

Applicable only to 5310.Tthis form submits the Agency Name, PO#, DO# and DO Issue date.

Agency PO Form

Applicable only to non-5310, this form submits information on the vehicle purchased.

Chassis Order Form

Common to both 5310 and non-5310 vehicle, this form requires the Body Serial number and VIN number of the vehicle.

Chassis Update Form

This form allows the dealer to update or correct an already entered VIN number or Body Serial number.

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Vehicle Description
This form describes what is on the vehicle; seats, engine type, wheelchair lift etc.

Vehicle Status Update Form
This form allows the dealer to update the current status of the vehicle's production.

Add Action Form
Reports the Action Taken on an already existing situation such as defects found during the inspection or warranty issues.

Warranty Issues
This form is used to report vehicle warranty-related issues.

New vehicle situation form
For a vehicle that has not been put into the database using any of the forms above, a situation could be reported using this form.

DEALER REPORTS

Vehicle Status Report
The Vehicle Status report contains purchase order information about the selected vehicle.

Vehicle Description Report
The Detailed Vehicle Record report contains information about the selected vehicle.

Vehicle Inspection Issues Report for a Selected Vehicle
The Vehicle Inspection Issues Report provides information about the selected 'Situation' and it's 'Action Taken' for a selected vehicle.

Vehicle "Weekly Status" Report for a Selected Vehicle
The Weekly "Vehicle Status" Report provides the status of the vehicle and date updated.

Inspection Report
This report pulls up all the inspection-related information of a vehicle

Comprehensive Vehicle List
This list pulls up the details of all vehicles under your dealership.

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Chassis Year Pull Up
Almost similar to the comprehensive list, this list allows the dealer to view the list of vehicles during a specific year.

Warranty Issues Pull Up
This option generates a list of all vehicles which have been reported to have warranty issues.

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Exhibit 2

Instruments

DISPLAY	GAUGE	LIGHT(S)	AUDIBLE
VOLTMETER	X	X	
HIGH ENGINE WATER TEMP	X	X	X
LOW ENGINE OIL PRESSURE		X	X
FUEL GAUGE	X	X (Low fuel warning)	
GENERATOR/ALTERNATOR NOT CHARGING	X	X	X
REAR EMERGENCY DOOR OPEN or UNLATCHED		X	X
DIRECTIONAL / HAZARD SIGNALS		X	X
HEADLIGHT HIGH BEAM		X	
PARKING BRAKE ON		X	
SPEEDOMETER WITH ODOMETER	X		

NOTE: The instrument package above shall be provided by the chassis manufacturer. After market substitutes will not be accepted.

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Exhibit 3
ZEE Medical Kit Supplies

Contents	Amount	"ZEE" Number
Deluxe Kit, Metal, Empty	1 box	#0106
Clean Wipes 50/Bx (Zee)	5 each	#0203
Antibacterial Towelettes	20/box / 1 box	#0225
Tape, ½" X 5 Yd. Spool (Zee)	1 each	#0301
Eye Wash, Sterile	1 each 4 oz.	#0606
Sheer Strip 1"	100 per box	#0731
QR Wound Seal	2 per package	#0795
Sterile Dressing 5" X 9"	1 each	#0910
Elastic Roller Gauze N/S	2" X 4.5 YD, 1 each	#0943
Pain-Aid	100 per Box (Zee)	#1417
First Aid Pocket Guide	1 each	#2331
Small Instant Ice Pack	1 each	#2353
Bandage, Triangular 40" N/S	1/Un, 1 each	#2605
3-in-1 Antibiotic Ointment	6 per unit, 1 each	#2611
Fingertip Bandages	10 per unit, 1 each	#2620
Gauze Pads, 3" X 3"	1 each	#2626
Knuckle Bandages	10 per unit, 1 each	#2627
Water-Jell Burn Jell	6 per box, 1 each	#2651
Eye Pads w/Adhesive Strips	2 per unit, 1 each	#2695
Nitrile Gloves, Large	2 pairs, 1 each	#3044
Disposable Tweezers, Sterile	1 each	#3538

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Exhibit 4

FLORIDA DEPARTMENT OF TRANSPORTATION

BRAKE TEST PROCEDURE

OVERVIEW

This test is the brake performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on a level asphalt parking lot or street in dry conditions. The test will be performed using a VC-4000 Brake Meter that records acceleration, test speed, brake efficiency and stopping distance. The test will be performed at a speed of 20 miles per hour. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

TEST SET-UP

1. Using the, VC-4000 Brake Meter ensure the battery is charged sufficiently.
2. Choose a safe test area in the vehicle that is level as possible.
3. Place the Brake meter in the vehicle with the arrow pointing in the direction of travel.
4. Press MENU until the current mode is service brake test.
5. Press the auto start button and the display will indicate whether or not the unit is level enough to perform the test.

TEST PROCEDURE

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1. With vehicle in stopped position, driver will accelerate to 22 miles per hour;

2. Without causing the vehicle to skid, apply heavy and consistent pressure to the service brake until the vehicle comes to a complete stop as quickly as possible.

3. The test is now complete. Unit will calculate 20 miles per hour stopping distance.

Perform the test at 20 miles per hour. Record the stopping distance of each test using a VC-4000 to record brake performance, speed and stopping distance. Perform the test without passenger load, and then perform the test with the vehicle fully loaded to seating capacity. The test without passenger load is for FDOT information purposes only.

System Test Results

Each test at 20 miles per hour will be performed 3 times in a rapid succession and recorded. From the time the brakes are applied the bus must stop within 22 feet without brake fade.

The bus will fail the test if;

a. The vehicle fails to stop all 3 times, from 20 miles per hour in 22 feet.

b. The brakes fade or overheat during the test.

Invalid Test

The test will be deemed invalid if;

a. Surface conditions change due to rain;
b. Recordings are checked and any conditions are not met

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Exhibit 5

FDOT Parking Brake Test

FLORIDA DEPARTMENT OF TRANSPORTATION

EMERGENCY/PARK BRAKE TEST PROCEDURE

VERSION 1

OVERVIEW

This test is the park brake performance standard for all transit equipment purchased through Transit Research Inspection Procurement Services program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on a 15 degree incline ramp in dry conditions. The surface angle will be verified using a Johnson Angle Locator. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

TEST SET-UP / PROCEDURE

1. Perform a complete system check assuring the emergency/park brakes are in proper working condition, tires are in good condition and properly inflated, minimum of ¼ tank of fuel.
2. Install and secure correct testing ballast weight in each seating and wheelchair position;
3. Verify that ramp angle is at 15 degrees;
4. Position bus on ramp in forward position (front end up);
5. Place wheel chocks two inches behind right side and left side rear tires;
6. Place indicator marks on both rear tires and ramp surface;

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7. Set parking brake to the fully on position;
8. Place transmission in the neutral position;
9. Monitor and record any movement of the bus for 30 minutes;

After 30 minutes, reposition bus to be in a rearward position (front end down); Repeat the above procedure.

SYSTEM TEST RESULTS

The bus will fail the test if;

a. There is more than one inch of movement in the 30 minute time period in either position;

b. The brakes display any signs of slippage during the test.

INVALID TEST

The test will be deemed invalid if:

a. Any of the specified procedure steps are not followed;

b. Surface conditions change due to rain.

Updated Apr 31, 2012

Exhibit 6

Alternator Output Test

FLORIDA DEPARTMENT OF TRANSPORTATION

ALTERNATOR OUTPUT TEST PROCEDURE

VERSION 1

OVERVIEW

This test is the alternator output test for all transit equipment purchased through Florida Transit Research Inspection Procurement program contracts. This test will be performed on all aftermarket alternators that are recommended by bus manufacturers to replace the OEM alternators. FDOT desires to have this test replicate an environment that simulates severe duty transit operations. The FDOT will test one of each type of alternator to be used on the transit vehicles and could include OEM alternators.

TEST CONDITIONS / EQUIPMENT

This test will be performed at the FDOT Bus Inspection, Testing and Research facility in Tallahassee, FL. The subject alternator is tested using a Crumbliss 2115 Alternator test machine. It is encased in an aluminum heat-shroud containing a thermometer. Heat is provided by a 500 degree heat gun attached to the heat-shroud. This set-up provides a simulation of under-hood operating conditions. During testing, a 12 volt battery is used to maintain the charging system. DC *on/off* switches control two 12" DC condenser fan motors to prevent the battery from overcharging.

TEST SET-UP

1. Install subject alternator into testing machine vise;
2. Determine appropriate size alternator pulley to be used;
3. Determine tester pulley size to drive alternator at correct engine idle RPM;
4. Install drive belt between alternator pulley and tester pulley;

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5. Check that both pulleys are properly aligned;
6. Attach correct test leads to alternator being tested;
7. Connect cables to 12-volt battery;
8. Note the RPM levels to be used during test.
9. Place heat-shroud over alternator/vise assembly;
10. Position heat gun;
11. Turn on test machine cooling fans; *(switch located on left side of the tester)*
12. Turn on BATTERY switch; *(if required for particular test)*
13. Turn on START switch;
14. Set MOTOR switch to *Slow* position;
15. Set VOLT switch to 12 or 24 volt position;
16. Set PULLEY knob to diameter of pulley being used;

TEST PROCEDURE

1. Adjust RPM to engine idle speed;
2. Turn FIELD CURRENT load control from minimum position slowly toward maximum position until VOLT gauge reads 12.4;
3. Note reading from AMP gauge;
   This reading is Maximum Output at Idle under Full Load;

   Follow below, to determine SAE (hot) rating Performance Curve;
   Raise RPM up gradually another 500 RPM;
   Note reading from AMP gauge;

   Raise RPM up gradually another 500 RPM;
   Note reading from AMP gauge;

   Raise RPM up gradually another 500 RPM;
   Note reading from AMP gauge;

   Raise RPM up gradually another 500 RPM;
   Note reading from AMP gauge;

   The above readings can be used to plot performance graph;

4. Take temperature reading of housing surface, starter, rotors and both bearings;
5. Record and file all readings on each tested alternator;

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During the test period, the temperature inside the heat shroud will be between 120 - 150 degrees F. The alternator will run at minimum idle speed (600 rpm) for 30 minutes and at maximum rpm speed (2000) for 30 minutes.

The alternator amperage output, minimum battery voltage and temperature condition of the alternator will be continuously monitored.

SYSTEM TEST RESULTS

Alternator will be considered "failed" if:

a. Amperage output falls below the maximum amperage draw for the type bus it will be used on;

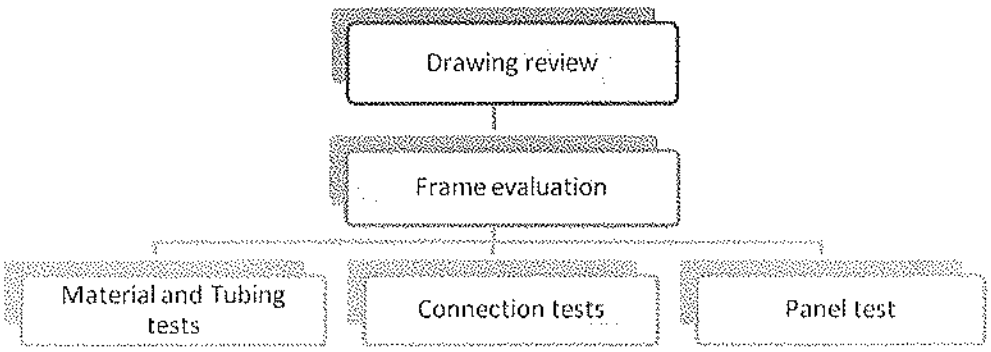
b. Amperage output falls below the advertised output curve on a "hot" rating based on RPM increments.

Updated Apr 31, 2012

EXHIBIT 7

Pre-Qualification Structural Test Procedure

The test procedures defined below are the first phase of evaluating the body structure for all Paratransit buses purchased through TRIPS Program contracts. All tests must be successfully passed before a manufacturer is considered Pre-Qualified. The test procedure hierarchy chart and a quick summary of the tests are provided below. The full test procedure may be obtained from the TRIPS website (www.tripsflorida.org).



Drawing review – Complete assembly drawings (2-D or 3-D) will be provided for evaluation. These must include location and type of all connections (welds, bolts, etc.). After evaluation the manufacturer will receive a report, based on knowledge gained from previous evaluations, noting any structural issues.

Frame evaluation - A full body cage consisting of only structural tubing and plate will then be constructed and transported to FDOT Springhill Road Test Facility. This cage should be constructed using normal production methods and include the entry stairwell and front cap. The frame will fail the evaluation if it is inconsistent with the assembly drawings, is not representative of normal production, or if it fails the minimum structural requirement outlined below in the section titled "Connection Tests".

Material and Tubing Tests – The material and tubing tests are conducted to assess the strength of the bus structural tubing. Tensile testing will be performed to obtain the stress-strain relationship and four-point bending testing will be performed as a direct measure of the tubing performance.

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Connection Tests – The connection test is conducted to assess the strength of the roof to wall (RTW) and wall to floor (WTF) connections. It is conducted by fixing one half of the connection and then slowly applying a force to the other half. The moment required to rotate the sample through 16.7 degrees will be measured and used to calculate the energy dissipated. To account for different column spacing this amount will then be scaled based on the panel width. The WTF connection will fail the test if it is unable to dissipate 290 J per meter of connection length. The RTW connection will fail the test if it is unable to dissipate 140 J per meter of connection length.

Sidewall Panel Test – The sidewall test is conducted by dynamically impacting the sidewall using a large impact hammer. The maximum panel deflection is measured after impact. To account for different column spacing the hammer's potential (initial) energy is scaled based on the panel width and equals 600J per meter of panel width. The panel will fail this test if after its maximum deflection exceeds 150mm with after impact.

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Exhibit 8
FDOT Crash and Safety Test Approval Process (Full Scale)

This document is a summary of the "Crash and Safety Testing Standard for Paratransit Buses Acquired by the State of Florida", called STANDARD later on for brevity. All references here are made to the full document of the STANDARD which can be obtained from the Florida Transit Research Inspection Procurement Services website *(www.tripsflorida.org)*.

APPROVAL

1. Full scale crash tests include:

   - Side impact test
   - Rollover test

   Successful performance of both tests is required for the approval of the paratransit bus.

2. An uncompromised residual space concept (Appendix 1) is adopted in this standard as a pass/fail criterion, see Figure 1.

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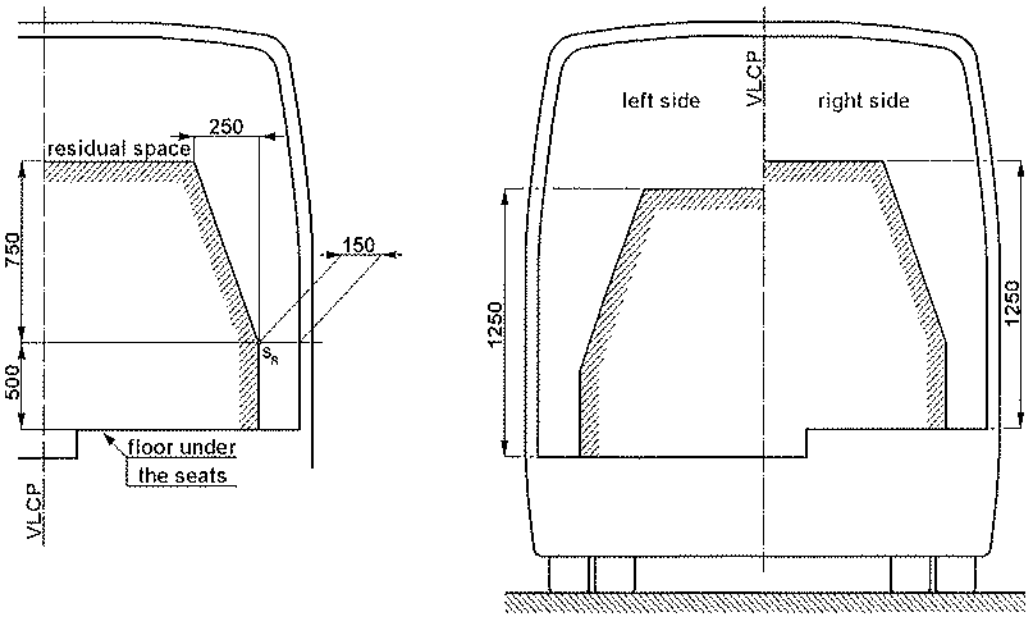

Figure 1. Specification of residual space in cross section of the bus. Dimensions in mm.

3. Performance of a paratransit bus in side impact and rollover tests shall be assessed by either:
   - Experimental, full-scale crash tests (Appendices 6 and 7), or
   - Computational analysis using FE method (Sections 3, 4 and 5).

   Both methods are considered equivalent and either one may be selected by the bus manufacturer for the bus approval. The paratransit bus is considered to be crashworthy and safe if its residual space (as defined in Appendix 1) is not compromised through either intrusion (Section 5.3.1) or projection (Section 5.3.2).

   If the manufacturer chooses computational analysis as the testing method, the following information shall be supplied to the technical service:
   - A description of the applied simulation and calculation method which has been utilized,
   - Clear precise identification of the analysis software, including at least, its producer, its commercial name, the version used and contact details of the developer,
   - Information about model validation process.

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4. The experimental full-scale crash test becomes mandatory if the paratransit bus fails either one of the computational analysis tests, as listed in Section 6.2.

5. All major elements of the crash and safety assessment program are presented schematically in Figure 2 and are described in detail in the STANDARD.

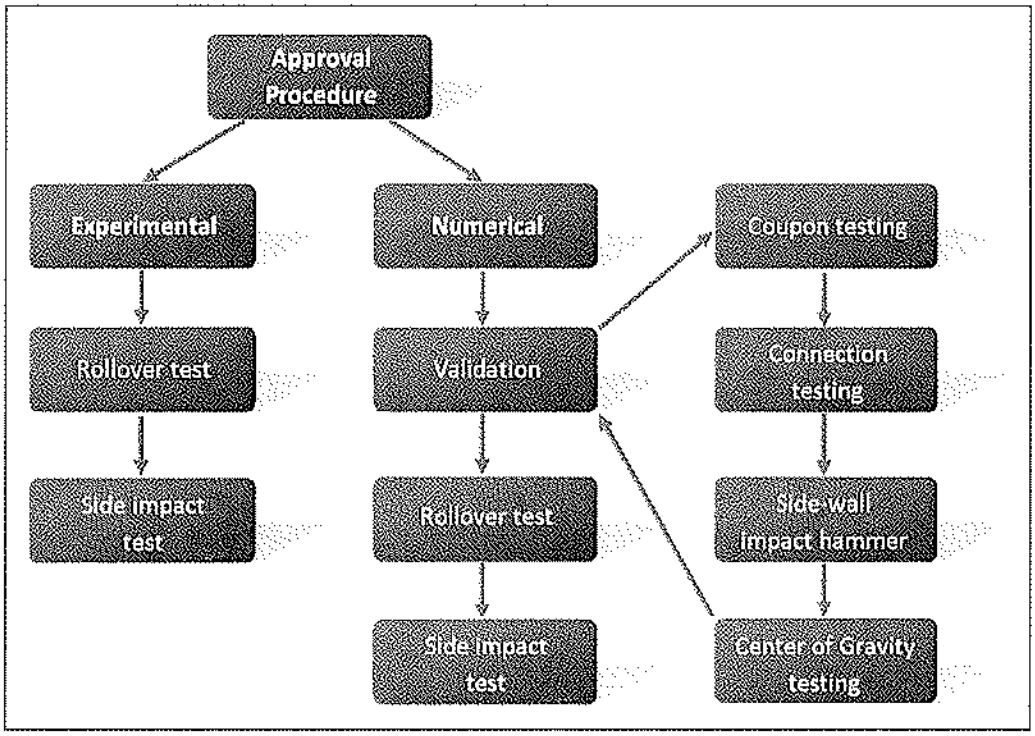

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Exhibit 9

FLORIDA DEPARTMENT OF TRANSPORTATION

AIR CONDITIONING PULL-DOWN TEST PROCEDURE

VERSION 9

OVERVIEW

This test is the air conditioning and performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT desires to have the test performed in an environment that simulates severe duty transit operation. To do this, the FDOT must test in a non-controlled environment. The FDOT will test one or more buses from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on an asphalt parking lot in direct sunlight. The vehicle will be surrounded by a wall five (5) feet high, fifteen (15) feet wide and the length adjusted to the length of the bus. The minimum ambient temperature must be 94 degrees plus or minus 3 degrees Fahrenheit with a minimum 60% relative humidity. All temperature measurements will be recorded in degrees of Fahrenheit using a Measurement Computing, MCC Data Acquisition Software TracerDAQ configuration. MCC Data Acquisition is calibrated using InstaCal Software. Pressure readings are taken using a Yellow Jacket 686800 Manifold gauges. Voltage readings are taken using a Fluke model 78 automotive multi-meter. Amperage readings are taken using a Fluke model 336 True RMS Clamp Meter.

TEST PROCEDURE

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Perform a complete ultrasonic leak detection test of the air conditioning system. If the system fails the leak detection test do not proceed any further.

Check to see that all windows and doors are closed properly, with no gaps or leaks. Check interior engine cover for a proper seal. Connect all test equipment. Heat soak the bus under test conditions for a minimum of two hours. Record the date, time of day, vehicle identification number and location.

At the end of the 30 minute A/C pull down test there will be a 30 minute heat soak test performed to determine the efficiency of the insulation in the bus using the same measurement equipment used for the A/C pull down test. The heat soak test results will be considered as a part of the star (****) rating of the overall performance of the A/C system (see Star Rating Guidelines for A/C).

In addition, the lowest average amperage draw observed at the beginning, middle and end of the 30 minute pull down test will also result in one star, if lowest of all systems tested (see Star Rating Guidelines for A/C).

The test reading locations are as follows:

C0 Ambient air temperature; take outside of the vehicle, away from mechanical and radiant heat sources, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C1 Bus interior temperature; take reading 48 inches to 52 inches from the rear wall, four feet above the floor surface, using an Onega Engineering J-Type 5 position Fine Wire Thermocouple.

C2 Bus interior temperature; take reading at the center line of the bus interior, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C3 Bus interior temperature; take reading at the first row of seats, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C4 Rear evaporator core temperature; take reading near the center of the core, using an Omega Engineering J-Type ICSS Thermocouple.

C5 Bus engine compartment temperature; take reading above engine near the fire wall, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C6 Condenser core temperature; take reading near the center at the air in side, using an Omega Engineering J-Type ICSS Thermocouple.

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C7 Condenser air temperature; take reading near the center at the air out side, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

Take pressure readings at the service ports of add on/second stage A/C system, using a Yellow Jacket 686800 manifold gauges.

Take voltage readings at the battery or batteries using a Fluke Model 78 automotive multimeter.

Take amperage readings at the positive cable from the battery or batteries using a Fluke model 336 True RMS Clamp Meter. Amperage draw of the A/C system will be checked after the pull down test is complete.

With the vehicle in park, all doors and windows closed, start the engine, turn on the air conditioning system; set a/c system to maximum cooling positions; turn on all interior and exterior lights and let it run with the high idle on, (approximately 1200 RPM on diesel engines and approximately 1500 RPM on gasoline engines). If the high idle is designed to automatically turn off after the first 15 minutes the driver's door will be opened and the high idle turned back on for the last 15 minutes, this will not make the test invalid. All temperature readings shall be recorded every 15 seconds.

Pressure readings and voltage readings shall be recorded at the start of the test and every 10 minutes.

SYSTEM TEST RESULTS

During the test, the interior temperature of the bus should lower uniformly throughout and should lower the interior temperature within the given time limit.

The vehicle will fail the test if;

a. The temperature difference between C1, C2, and C3 varies more than two degrees during each 15 second reading during the last 15 minutes of the test.

b. The system fails to lower the interior temperature to 70 degrees Fahrenheit + or - 2 degrees (measured at C1), or lower, by the end of the 30 minute test while maintaining an ambient temperature of 94 degrees Fahrenheit + or – 3 degrees (measured at C0) with 60% relative humidity.

c. The voltage readings at the batteries fall below 12.9 volts at any time during The test

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d. In addition to pass or fail, systems will be given a star rating (****) for systems that achieve 70 degrees in the quickest amount of time, with the lowest amperage draw and retains the lowest temperature during the 30 minute heat soak test. There will be additional star (*****) given for service after the sale (see Star Rating Guidelines A/C).

The remaining readings are taken for informational purposes only and do not indicate a pass or fail status. These readings are used in system comparisons. This information enables FDOT to determine each tested systems fastest pull-down time, lowest head pressure reading, highest voltage output, and lowest amperage draw that is observed at the beginning, middle and end of the 30 minute test (see Star Rating Guidelines A/C).

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Exhibit 10

TRIPS Program - Star Rating Guidelines

Air Conditioners

1/19/2011

Stars are awarded for achievements in each of the following categories. Air conditioner manufacturers have the ability to receive up to 5 stars (one per category).

Category One: Exceeds in passing the AC Pull Down Test (must have achieved one star from Category One). If system cools to 67- 69 degrees F or below on all three sensors or average of the three, one star will be given.

Category Two: Lowest Average Amperage Reading. Achieving the lowest average amperage draw observed at the beginning, middle and end of the 30 minute pull down test will result in one star, if lowest of all systems tested.

Category Three: After Sales Service. One star will be given if the company's after sales service is exceptional. The following benchmark must be achieved:

> Timeliness in resolving repairs. This is determined from time of notification to completion of repair. Timeframe for repair cycle shall be four (4) business days. Dealer shall enter this information into the TRIPS Database for tracking purposes.

Category Four: Warranty: Determination of this star will be measured by the length of warranty proposed by the AC manufacturer. Achievement of the following benchmark will result in one star being awarded: Warranty: AC supplier responds to warranty issues in a timely manner. Simplicity of warranty process will be considered.

Category Five: Product Reliability: Determination of this star will also be based upon a ten percent (10%) or less failure rate for the life of the bus.

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Exhibit 11

TRIPS Program - Star Rating Guidelines

Manufacturer/Dealer

1/18/2011

Stars are awarded for achievements in each of the following categories. Cutaway manufacturers have the ability to receive up to 6 stars (one per category).

Category One: Quality Control and Pre-delivery inspection results. Springhill inspection results must average less than or equal to four defects per bus inspected.

Category Two: Structure Crashworthiness. To receive a star the tested body structure must meet or exceed the listed threshold for all three of the following Pre-Qualification tests (described in Part 2. Section 2.12.0):

- Floor to Wall (FTW) connection test – 400 J / m
- Roof to Wall (RTW) connection test – 200 J / m
- Sidewall Panel Test – 1000 J / m with less than 150mm max. deflection

Category Three: R Value. One Star will be given for the lowest retained temperature during the 30 minute heat soak test that is performed at the conclusion of the A/C performance test.

Category Four: After Sales Service (Dealer/Manufacturer). One star will be given if the company's after sales service is exceptional. The following benchmark must be achieved:

> **Timeliness in resolving repairs.** This is determined from time of notification to completion of repair. Timeframe for repair cycle shall be four (4) business days. Dealer shall enter this information into the TRIPS Database for tracking purposes. Dealer must also comply with all provisions of Exhibit 12, After Sales Service

Category Five: Warranty (Dealer/Manufacturer). Achievement of the following benchmark will result in one star being awarded:

> **Manufacturer/Dealer responds to warranty issues in a timely manner:** recording data as prescribed in Part 5, Section 5.10.5.
>
> Simplicity of warranty process will be considered.

Category Six: Product reliability: Determination of this star will be based upon a ten percent (10%) or less failure rate of second stage components for the life of the bus.

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Exhibit 12

After Sales Service

1. Dealer to provide a contact person(s) for warranty and parts with a dedicated phone line to be answered during normal business hours.

2. Dealer to provide a list of most often requested bus parts to be used in creating a parts stockage level list at the dealer's location.

3. Dealer to provide a list of authorized service centers in the state of Florida capable of general bus repairs, wheelchair lift/ramp repair, and A/C repair.

4. Dealer to provide a minimum of one field service technician familiar with all areas of the bus. This technician must be prepared to travel throughout the state and provide repairs when local agencies cannot make the repair.

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Exhibit 13

Provide signs #1, #2, and #3 with black letters on white background. Agency is to be consulted on exact wording prior to delivery.

Sign #1

Transportation services provided by this vehicle are open to the general public.

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Sign #2

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in:
Public accommodations on the basis of race, color, religion, sex, national origin, handicap, or marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

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Sign #3

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in:
Public accommodations on the basis of race, color, religion, sex, national origin, handicap, or marital status.
Persons believing they have been discriminated against on these conditions may file a complaint with the (xxxxxxxxxxxxxxx) at (xxxxxxxxxxxxx)

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PART 3

OPTIONS

Contract #TRIPS-11-CA-GB

Glaval Cutaway Transit Vehicles

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OPTIONS

#TRIPS-11-CA-GB

3.2.2.0 ALTERNATIVE ENGINE, DIESEL, HYBRID OR MULTI- FUEL

3.2.2.2 Diesel engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.2.

3.2.2.3 A Compressed Natural Gas (CNG) engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.3.

3.2.9.0 WHEELS

3.2.9.1 Provide Aluminum wheels in place of standard steel wheels.

3.2.9.2 Equip bus with stainless steel wheel liners / inserts on both front and rear wheels. Liner / inserts shall be Versa-Liner or approved equal, and made of 304L stainless steel with permanently attached simulated lug nuts. The simulated lug nuts shall not interfere with the actual lug nut to wheel contact surfaces.

3.2.21.0 SEATS, BELT EXTENSIONS, & SEAT UPHOLSTERY

3.2.21.6 Freedman Seating Featherweight High Back rigid frame seats.

3.2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal.

3.2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR. Upgrade interior side wall panels from the ceiling light fixtures down to the seat track, or 12 inches (12") above the floor covering.

3.2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased.

3.2.24.0 DRIVER'S SEAT

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3.2.24.2 USSC Evolution G2E with pedestal

3.2.24.3 Freedman Sport Driver's seat with Relaxor, four zone eight motor system with lumbar heat in place of standard driver's seat.

3.2.25.0 NON-SLIP TRANSIT FLOORING

3.2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring with smooth, all welded seams. Each customer will determine color / design selection. Include Altro step tread material with *yellow* step nosing and *white* "standee line" insert.

3.2.26.0 DRIVER SAFETY PARTITION

3.2.26.3 To prevent passenger physical contact with the driver, install a 1/4" Lexan, or approved equal, shield wall, 3" below the ceiling to 36" above the floor; and a modesty panel from below the Lexan Plex shield frame to 3" above the floor, supported by stainless-steel tubing, similar in construction and design to the modesty panel adjacent to the front passenger door. Unit shall be designed to permit attachment of customer notification panel and/or pamphlet holder units.

3.2.27.0 GRAB RAILS AND STANCHIONS

3.2.27.6 Powder-Coated handrails and stanchions to match the vehicle interior and manufactured by Bentec, Inc, or approved equal.

3.2.31.0 REMOTE EXTERIOR MIRRORS

3.2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat.

3.2.34.0 BUMPERS & REVERSE ASSISTANCE DETECTION SYSTEM

3.2.34.2 Rear energy absorbing Romeo Rim HELP bumper assembled without HawKEye Reverse Assistance System, (Romeo Rim Help Guard) in place of standard rear steel bumper.

3.2.34.2.1 HawKEye Reverse Assistance System

3.2.34.3 Reverse camera and monitor backing system, in lieu of HawkEye System above.

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3.2.36.0 Air Purification System

3.2.36.6 The air purification system shall be JKA Company, BREATH SAFE SYSTEMS or approved equal. The system shall be designed for Paratransit bus application to eliminate the spread of virus, bacteria, odors, mold and fungus growth within the bus air conditioning evaporator coils and drain pan.

3.2.37.0 ADA MOBILITY DEVICES

3.2.37.3 Ricon Klear-View lift (prior approval from FDOT required)

3.2.37.3.1 Braun model NVL917IB lift (prior approval from FDOT required)

3.2.37.3.2 Ricon Model S5510

3.2.37.3.3 Braun Model NCL919IB-2

3.2.37.3.4 Maxon Model WL-6A3353

3.2.38.0 SECUREMENT DEVICES

3.2.38.3 SURE-LOK Titan restraint system

3.2.38.3.1 Q'straint QRTMAX restraint system

3.2.38.14 Install a stretcher securement system in the rear aisle of the bus. A lock-down system shall be installed in floor at the rear and front of the stretcher for securement of brackets that connect to the stretcher frame. A storage container(s) shall be securely installed at the rear interior corner(s) of the bus for the purpose of storing the brackets when not in use. With this option, the air ride system should be adjusted down to reduce the ground-to-floor distance. Provide the accompanying stretcher bed for the securement system described above.

3.2.38.15 Replacement Stretcher bed (only) as an option

3.2.39.0 SAFETY EQUIPMENT

3.2.39.9 Amerex Small Vehicle System (SMVS), a complete turn-key automatic fire suppression powder system, or approved equal.

3.2.39.9.1 Kidde Fire Suppression System, a complete turn-key automatic fire suppression system, or approved equal.

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3.2.39.11 *"Mentor Ranger"*, an in-vehicle computer, manufactured by Mentor, that allows electronic delivery of passenger manifests, automatic data collection, in-vehicle navigation, and enhanced driver/dispatcher communication. The system shall be capable of integration to other on-board systems, including existing APC, IVR and GPS onboard units, and shall be a turn-key installation.

3.2.40.0 PA & ENTERTAINMENT SYSTEMS

3.2.40.2 Install a Radio Engineering Industries (REI) public address system with hand-held microphone within easy reach of the driver with a microphone jack for optional hands-free use by driver. If an audio entertainment center **(3.2.40.3)** is installed, utilize its speakers in mid and rear bus and install a cancel switch to turn off entertainment center system when microphone transmit button is depressed by driver. Provide a 20' long microphone extension cord and provide a microphone jack adjacent to the front curb-side seat.

3.2.40.3 Upgrade the standard vehicle AM/FM Radio, providing a AM/FM/CD Stereo and MP3 Player with digital clock, with front, mid-bus and rear speakers, or approved equal quality.

3.2.41.0 DESTINATION SIGNS

3.2.41.2 A manually operated destination sign for limited destination readings shall be offered. Front destination sign shall be a Transign LLC, single roller curtain type installed above the windshield with a glass exposure of 8 inches x 60 inches. The side destination sign for a front door only bus will be a single roller type installed in the upper curbside window immediately behind the entrance door with a glass exposure of 5-3/4" x 28". The side destination sign for a front and rear door bus shall be installed in the upper curbside window immediately in front of the rear door. Destination signs will be electrically operated, LED, fluorescent or incandescent backlit display, single curtain, .003 mil. thick Mylar anti-glare material, with provisions for a minimum of 25 readings and a maximum of 175 readings of 5 inch high Helvetica medium font letters for the front sign and Helvetica medium font letters 4" high characters for the side sign. Control switch is to be located on the left hand of the driver's console. Curtain destination signs will conform to the Americans With Disabilities Act Part 38. Characters on these signs will have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Generally, the space between letters will be 1/16 the height of upper case letters and will contrast with the background using either yellow letters on green or black background; or white letters on red, green, blue or black background per the purchaser's choice, for route and destination

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identification. The following destination readings will be standard on all destination signs ordered under this contract, with colors noted:

Bus Garage (yellow letters on black background)
Not In Service (yellow letters on black background)
Special Service (yellow letters on black background)
Shuttle Service (yellow letters on black background)
Downtown (yellow letters on green background)
Town Center (yellow letters on green background)
Public Transportation (yellow letters on green background)
Emergency Service (white letters on red background)
Emergency Shelter (white letters on red background)
Evacuation Route (white letters on red background)
Express (white letters on red background)

3.2.41.3 Twin Vision Elyse software Electronic Destination system full front and side signs; and a separate rear number only sign shall be provided. The system shall be compatible with Windows 2000 or Windows XP software, using IBM 486 or higher PC/AT capacity, PCMCIA memory download technology. Electronic destination signs will conform to the Americans With Disabilities Act Part 38. The electronic destination sign shall utilize Helvetica yellow medium lettering on black background. The readings listed in 3.2.41.2 above shall also be standard in all Elsye electronic destination signs ordered under this contract.

3.2.41.4 A Twin Vision Mobi-Lite electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Mobi-Lite electronic signs ordered under this contract.

3.2.41.5 A Transign Vista Star electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Transign electronic signs ordered under this contract.

3.2.41.6 A Transign LLC 2-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.

3.2.41.7 A Transign LLC 3-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided.

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White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.

3.2.41.8 A "STOP REQUESTED" sign, as manufactured by Transign LLC, or approved equal, installed in the front vestibule area. Sign is activated by passengers and de-activates with the opening of the passenger entry door. Injected molded with display area of 2.5 X 19.75 minimum. Provide a silk screened lens display face with yellow letters on green background, or as required by Purchaser.

3.2.42.0 LIST OTHER MANUFACTURER OPTIONS AVAILABLE FOR CONSIDERATION

3.2.42.1 SEON 2 camera security system

3.2.42.2 REI 2 camera security system

3.2.42.3 Gatekeeper 2 camera security Solid State Bus Video System 32 GB SD Card

3.2.42.4 AngelTrax 2 camera security system

3.2.42.5 Apollo 2 camera security system -120ips Mobile DVR, 1.0TB Removable HDD

3.2.42.6 247 2 camera security system, 16GB Solid-State Flash Storage, mDVR TVS22 w/2 Camera [15 hours storage]

3.2.42.7 Provide replacement surveillance camera

3.2.42.8 Base 14500 GVWR Ford Chassis to Low Floor model 26', 28'

PART 4

QUALITY ASSURANCE

Contract #TRIPS-11-CA-GB

Glaval Cutaway Transit Vehicles

Approved Apr 31, 2012

QUALITY ASSURANCE PROVISIONS

#TRIPS-11-CA-GB

4.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

4.1.1 QUALITY ASSURANCE ORGANIZATION

Manufacturer shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to Manufacturer's top management.

4.1.2 CONTROL

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles.

4.1.3 AUTHORITY AND RESPONSIBILITY

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and the acceptance/rejection of materials and manufactured articles in the production of the vehicles.

4.2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

4.2.1 WORK INSTRUCTIONS

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

4.2.2 RECORDS MAINTENANCE

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year following the completion of the inspections and tests.

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4.2.3 CORRECTIVE ACTION

The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards.

4.3.0 STANDARDS AND FACILITIES

The following standards and facilities shall be basic in the quality assurance process.

4.3.1 CONFIGURATION CONTROL

Manufacturer shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings and documentation.

4.3.2 MEASURING AND TESTING FACILITIES

Manufacturer shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

4.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusting, replaced, or repaired as required to maintain quality.

4.3.4 EQUIPMENT USE BY TRIPS LINE INSPECTORS

Manufacturer's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify the vehicles conform to all specification requirements. If necessary, Manufacturer's personnel shall be made available to operate the devices and to verify their condition and accuracy.

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4.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

4.4.1 SUPPLIER CONTROL

Manufacturer shall require that each supplier maintains a quality control program for the services and supplies that it provides. Manufacturer's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

4.4.2 PURCHASING DATA

Manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on vehicles.

4.5.0 MANUFACTURING CONTROL

Manufacturer shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary.

4.5.1 COMPLETED ITEMS

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

4.5.2 NONCONFORMING MATERIALS

The quality assurance organization shall monitor Manufacturer's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

4.5.3 STATISTICAL TECHNIQUES

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

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4.5.4 INSPECTION STATUS

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

4.6.0 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. As a minimum, it shall include the following controls.

4.6.1 INSPECTION STATIONS

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, under-body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, and vehicle final road completion.

4.6.2 INSPECTION PERSONNEL

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

4.6.3 INSPECTION RECORDS

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles

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shall be isolated and then scrapped. Discrepancies noted by Manufacturer during assembly shall be entered on a record that accompanies the major component, subassembly, assembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

4.6.4 QUALITY ASSURANCE AUDITS

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the TRIPS.

4.7.0 ACCEPTANCE TESTS

4.7.1 RESPONSIBILITY

Fully documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the TRIPS. These acceptance tests shall include pre-delivery inspections and testing by Manufacturer, and inspections and testing by the TRIPS prior to and after the vehicles have been delivered.

4.7.2 PRE-DELIVERY TESTS

Manufacturer shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the TRIPS. The pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at Manufacturer's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements in **Part 2: Technical Specifications**. This additional testing shall be recorded on appropriate test forms provided by Manufacturer. The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by TRIPS line inspectors, who may accept or reject the results of the tests. The results of pre-delivery test, and any other tests, shall be filed with the assembly inspection records for each vehicle. The under-floor equipment shall be made available for inspection by the resident inspectors, using a pit or vehicle hoist provided by Manufacturer. A hoist, scaffold, or

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elevated platform shall be provided by Manufacturer to easily and safely inspect vehicle roofs. The TRIPS shall also conduct pre-delivery tests at the Springhill facility located in Tallahassee. It is Proposer's responsibility to ensure that the vehicle arrives at the Springhill facility prior to Proposer taking delivery of vehicle from Manufacturer. The results of this inspection will accompany the vehicle upon delivery to the purchaser.

4.7.3 INSPECTION-VISUAL AND MEASURED

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that the required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in the static condition do function as designed.

4.7.4 TOTAL VEHICLE OPERATION

Total vehicle operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests. After the road test, the line inspector representing the TRIPS reserves the right to have Manufacturer either raise the vehicle or drive the vehicle across a pit to allow the inspector to check the undercarriage.

4.8.0 POST-DELIVERY TESTS

The TRIPS may conduct acceptance tests on each delivered vehicle. These tests shall be completed within ten (10) working days after vehicle delivery. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the purchaser. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The TRIPS shall record details of all defects notify Manufacturer of non-acceptance of each vehicle within five (5) working days after completion of these tests. The defects detected during these tests shall be repaired according to the procedures defined in **Part 1: Solicitation, Offer and Award/Contractual Provisions**.

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4.8.1 VISUAL INSPECTION

The post-delivery inspection is similar to the inspection at Manufacturer's plant and shall be conducted with the vehicle in a static condition.

4.8.2 VEHICLE OPERATION

The road tests for total vehicle operation are similar to those conducted at Manufacturer's plant. Operational deficiencies of each vehicle shall be identified and recorded.

PART 5

WARRANTY

Contract #TRIPS-11-CA-GB

Glaval Cutaway Transit Vehicles

Updated Apr 31, 2012

WARRANTY PROVISIONS

#TRIPS-11-CA-GB

5.0.0 BASIC PROVISIONS

5.1.0 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. A description of the local dealer warranty process shall be included in the Purchasing Agreement package including information on how warranty issues are tracked. The Contractor warrants and guarantees to the TRIPS each complete vehicle, and specific subsystems and components as follows:

5.1.1 COMPLETE VEHICLE

The vehicle is warranted and guaranteed to be free from defects for a minimum of Thirty-six (36) months or one hundred thousand (100,000) miles (excluding OEM chassis and Ford gas powertrain), whichever comes first, beginning on the date of acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the purchaser's locale.

5.1.2 SUBSYSTEMS AND COMPONENTS

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages given in **Exhibit 5-1.**

NOTE: ***Parts and labor to be covered in all warranty provisions.***

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Exhibit 5-1
STANDARD WARRANTY

Subsystem and Component Minimum Warranty, whichever occurs first.
NOTE: Parts and labor to be covered in all warranty provisions.

Item		Years	Mileage
OEM Chassis		3	36,000
Powertrain (gas and diesel)	Ford Gas Diesel Chevy Freightliner	5 5 5 2	60,000 100,000 100,000 Unlimited
Air Conditioning System		4	Unlimited
After Market Alternator		3	100,000
Wheelchair Lift		4	Unlimited
Seats		4	Unlimited

SECOND STAGE BODY AND COMPONENTS

Body Structural	3	Unlimited
Intermotive electrical	3	Unlimited
Electrical system	3	Unlimited
Auxiliary Heaters (Underseat)	3	Unlimited
Electric Door System	3	Unlimited
Electric Mirrors	3	Unlimited
Destination Sign	3	Unlimited
Windows	3	Unlimited
Air Ride Components	3	Unlimited
LED Lighting	Lifetime	Lifetime
Event Data Recorder	3	Unlimited

Note: Where OEM alternator is used, the OEM alternator warranty will prevail.
Note: Second stage components not mentioned above will be 3 years/unlimited mileage.

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5.2.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with Contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the purchaser fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in Contractor's maintenance manuals.

5.3.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the purchaser such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible.

5.4.0 DETECTION OF DEFECTS

If the purchaser detects a defect within the warranty periods defined in **Section 5.1.1**, it shall promptly notify the Dealer representative. Within five (5) working days after receipt of notification, Dealer representative shall either agree that the defect is in fact covered by the "complete vehicle" warranty, or reserve judgment until the subsystem or component is inspected by Dealer's representative and/or is removed and examined at the purchaser's property or at the Contractor's facility. At that time, the status of warranty coverage, either subsystem or vehicle, shall be mutually resolved between the purchaser and Dealer. If the defect belongs to a subsystem or component, then work necessary to affect the repairs defined in **Section 5.1.2** shall commence within ten (10) working days after receipt of notification by Dealer. Otherwise, **Section 5.1.1** applies and repairs will be started immediately.

5.5.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the purchaser and Dealer's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the purchaser reserves the right to commence the repairs in accordance with **Section 5.7.1**.

5.6.0 FLEET DEFECTS

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A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For the purpose of this bid, identical defects occurring in sixty (60) percent of vehicles delivered shall be considered a "fleet defect."

5.6.1 SCOPE OF WARRANTY PROVISIONS

Dealer shall correct a fleet defect under the warranty provisions defined in **Section 5.4.0**. After correcting the defect, Dealer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction *of* the potential or defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist, or on the repair/replacement date for corrected items.

5.6.2 VOIDING OF WARRANTY PROVISIONS

The fleet defect provisions shall not apply to vehicle defects caused by noncompliance with Dealer's recommended normal maintenance practices and procedures.

5.6.3 EXCEPTIONS TO WARRANTY PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to purchaser supplied items such as fareboxes, two-way radios, and tires.

5.7.0 REPAIR PROCEDURES

5.7.1 REPAIR PERFORMANCE

In some instances, the TRIPS may require Dealer or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. In these cases, this work will be done by TRIPS personnel with reimbursement by Dealer.

5.7.2 REPAIRS BY CONTRACTOR

If the TRIPS requires Dealer to perform warranty-covered repairs, Dealer's representative must begin within ten (10) working days after receiving notification of a defect from the purchaser, work necessary to effect repairs. The purchaser shall make the vehicle available to complete repairs timely

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with Dealer repair schedule. Dealer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the TRIPS option, Dealer may be required to remove the vehicle from the purchaser's property while repairs are being affected. If the vehicle is removed from the purchaser's property, repair procedures must be diligently pursued by Dealer's representative.

5.8.0 REPAIRS BY THE PURCHASER

5.8.1 PARTS USED

If the purchaser performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using contractor-specified spare parts available from its own stock or those supplied by Dealer specifically for this repair. Monthly (or at a period to be mutually agreed upon) reports of all repairs covered by this warranty shall be submitted by the purchaser to Proposer for reimbursement or replacement of parts. Dealer shall provide forms for these reports.

5.8.2 CONTRACTOR SUPPLIED PARTS

The TRIPS may request that Dealer supply new parts for warranty-covered repairs being performed by the purchaser. These parts shall be shipped prepaid to the purchaser, from any source selected by Dealer, the "next business day" from receipt of the request for said parts.

5.8.3 DEFECTIVE COMPONENTS RETURN

Dealer may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by Dealer. Materials should be returned in accordance with contractor's instructions.

5.8.4 REIMBURSEMENT FOR LABOR

The purchaser shall be reimbursed by Dealer for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the purchaser's current per hour, master mechanic, straight wage rate, plus 32 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the purchaser's service garage at the time the defect correction is made. The purchaser shall not accept parts credit as payment of warranty labor claims.

5.8.5 REIMBURSEMENT FOR PARTS

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The purchaser shall be reimbursed by Dealer for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 2 percent handling charges. The purchaser shall not accept parts credit as payment of warranty part claims.

5.9.0 WARRANTY AFTER REPLACEMENT / REPAIRS

If any component, unit, or subsystem is repaired, rebuilt, or replaced by Dealer or by the TRIPS personnel, with the concurrence of Dealer, the subsystem shall have the unexpired warranty period of the original subsystem.

5.10.0 DEALER WARRANTY SERVICE AND REPORTING

Contract dealers and the manufacturers they represent will have representatives meet with FDOT in Tallahassee, three to four times each year. The primary focus of these meetings will be discussion of contract concerns, handling of warranty requests and areas receiving repetitive inspection write-ups.

5.10.1 CONTRACT DEALERS WARRANTY SERVICE

Should clearly instruct and encourage procuring agencies that when they have maintenance issues that may be covered under warranty, to always contact their dealer FIRST. Dealers should have an effective system in place to allow agencies to speak with a representative about an issue, in a timely manner.

5.10.2 CONTRACT DEALERS RESPONSIBILITY

Contract Dealers are responsible for all aspects of the warranty process. This includes scheduling, coordinating and monitoring all warranty repairs and parts replacements until they are fully resolved. This applies to the OEM chassis, bus manufacturer and vendor related warranty work. When two or more subcomponents are tied together by design to create a functional system, and those subcomponents are provided or installed by different manufacturers, TRIPS expects the Contract Dealer/Manufacturer to obtain written agreements as to which party is responsible for system defects and warranty provisos. Examples of these functional groups/systems are Alternator, A/C, Brackets, Camera/Data, etc. TRIPS reserves the right to view these agreements at any time, for the duration of the contract. Dealers should seek to minimize the time required for resolving warranty issues. Dealers are to coordinate with agencies to provide qualified warranty repairs with minimal disruption to agencies.

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5.10.3 MAINTAIN TRACKING SYSTEM

Contract Dealers should maintain a "tracking" system with information on the below responsibilities.

- Note when an agency reports a problem with description of problem;
- Contact repair facility and schedule diagnostics/repair;
- Notify the agency of the repair facility/appointment date/contact person;
- Communicate with repair facility until repair is complete;
- Notify the agency that the vehicle is ready for pick up;
- Follow-up with agency to confirm that the repair resolved the problem;

5.10.4 AGENCY PERFORM REPAIRS

Contract Dealer may, when requested, authorize an agency's maintenance certified technicians to perform warranty service. However, dealers are still responsible for monitoring that the agency receives correct replacement parts; return shipping and proper labor reimbursements in a timely manner.

5.10.5 WARRANTY REPORTING

Contract Dealer is required to update an on-line report of all completed and ongoing warranty repairs and parts replacement. This report is to be submitted weekly to the TRIPS Administrator. This report will provide dates, vendors, actions taken and current status. The report will be submitted in the same manner that dealers' report the status of current bus orders. This report will include information such as dates, contact persons, telephone numbers, description of the problem, repair facility, release date from the repair facility, agency notification dates and agency follow-up dates. Failure to enter prescribed warranty claims information into the TRIPS database will result in contract suspension after two (2) violations."

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PART 6

PAINT SCHEMES

Contract #TRIPS-11-CA-GB

Glaval Cutaway Transit Vehicles

Updated Apr 31, 2012

PAINT SCHEMES

#TRIPS-11-CA-GB

6.1.0 EXTERIOR VEHICLE IDENTIFICATION

6.1.1 Window exterior black out and anodized black window frame shall be a customer option on all three paint schemes. Proposer shall submit pricing, including cost of blackout and finish of passenger window frames.

6.1.2 Individual corporate logos, agency name in specific size block lettering, reflective material, vinyl wrap or other vehicle identification requested by the Purchaser will be negotiated separately between the Purchaser and the Dealer outside of the TRIPS contract, but included in the final Purchase Order specifications and pricing for each vehicle.

6.1.3 FDOT assigns a specific number to each vehicle purchased using its Capital funding sources. The identification shall be displayed as **FDOT #000000** in 3M reflective material, or approved equal, Helvetica Medium two inch lettering/numbering. The numbering will be displayed on the rear and front of the vehicle at locations agreed to by TRIPS. It will be the dealer's responsibility to obtain this number from FDOT and post on the vehicle at delivery or immediately thereafter.

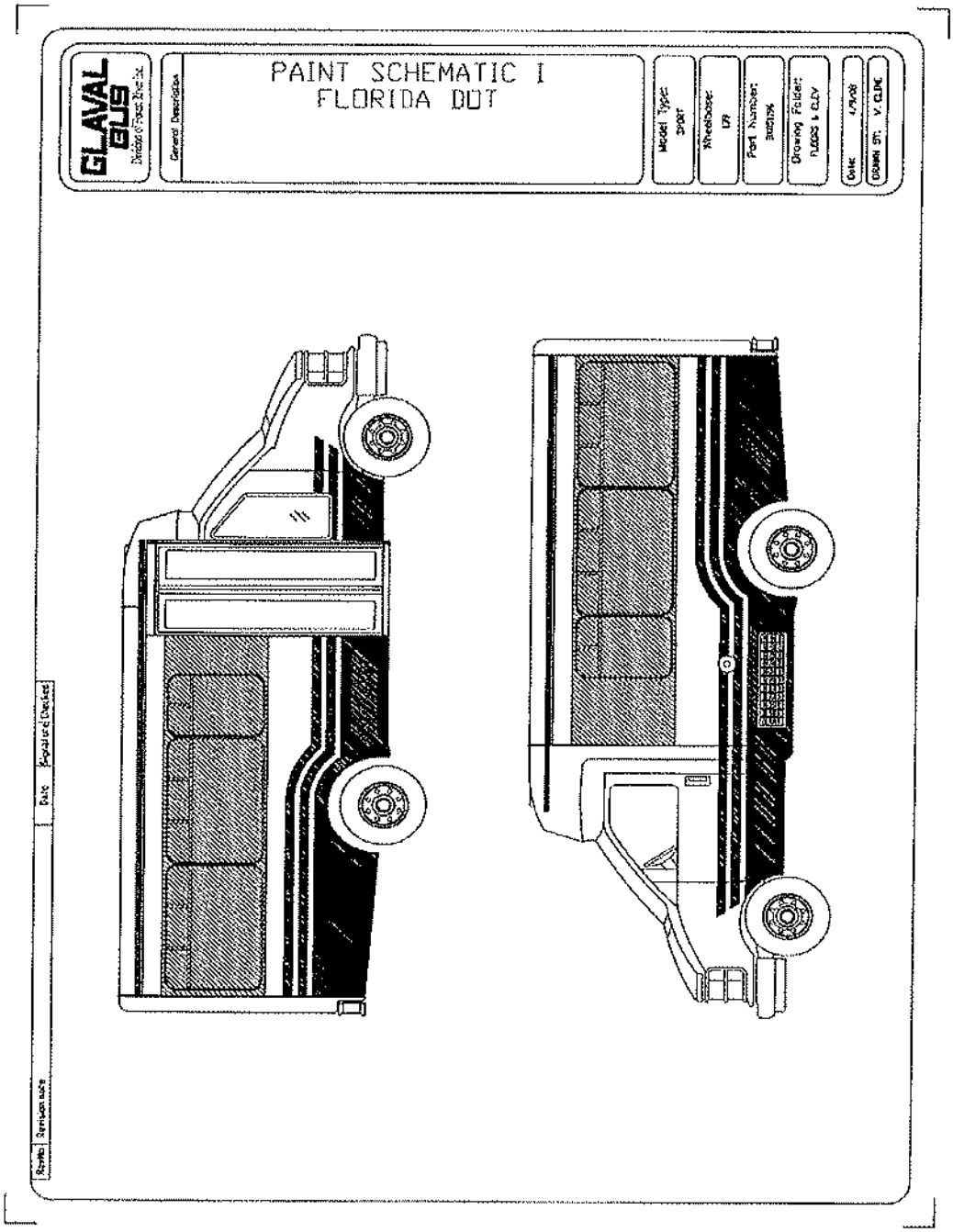
6.1.4 All buses purchased with funding provided through the American Recovery & Reinvestment Act (ARRA) shall have an official ARRA logo **(see Exhibit 6A)** attached to the rear surface of the vehicle above the bumper.

Updated Apr 31, 2012

EXHIBIT 6A

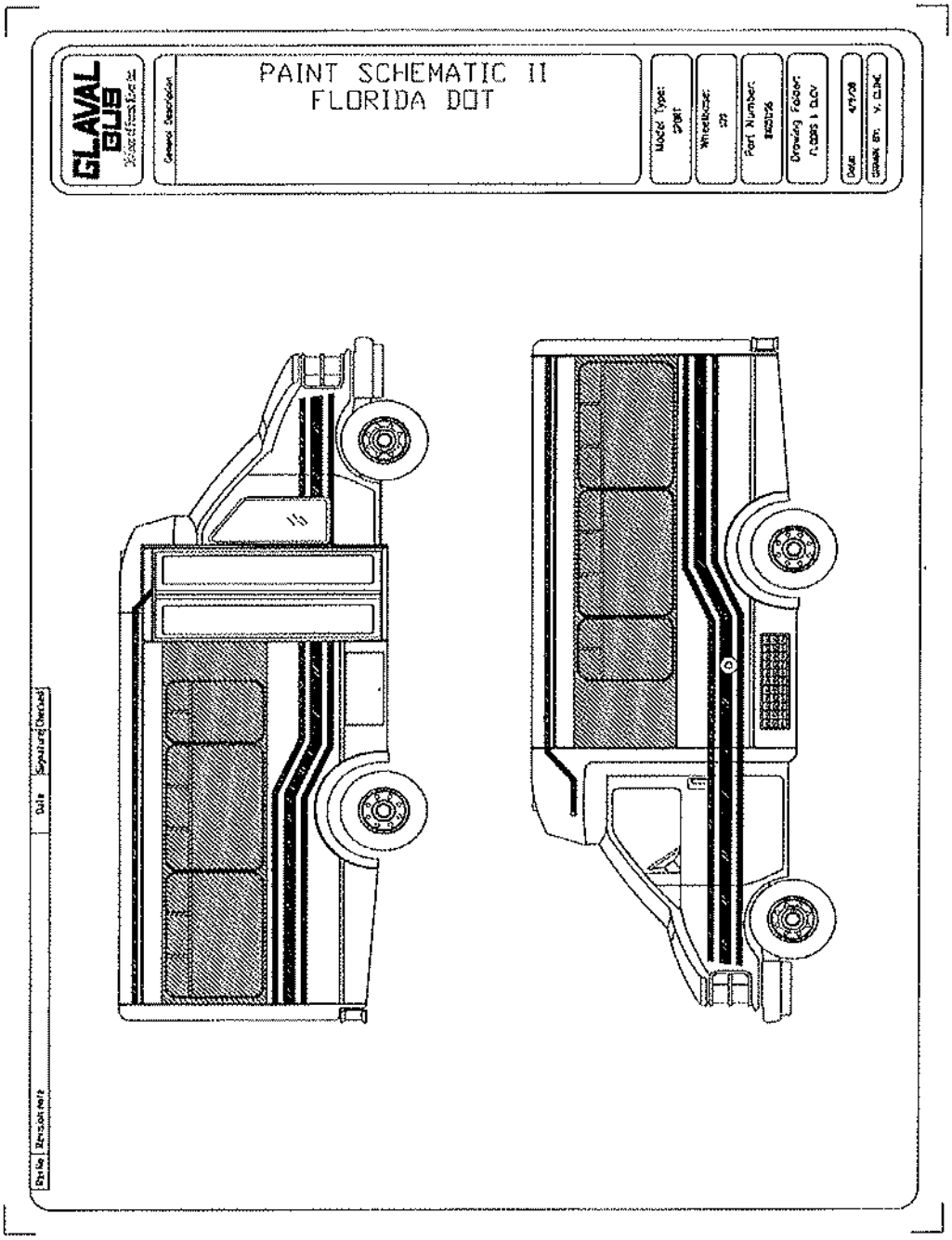
Updated Apr 31, 2012

PAINT SCHEME #1
Optional



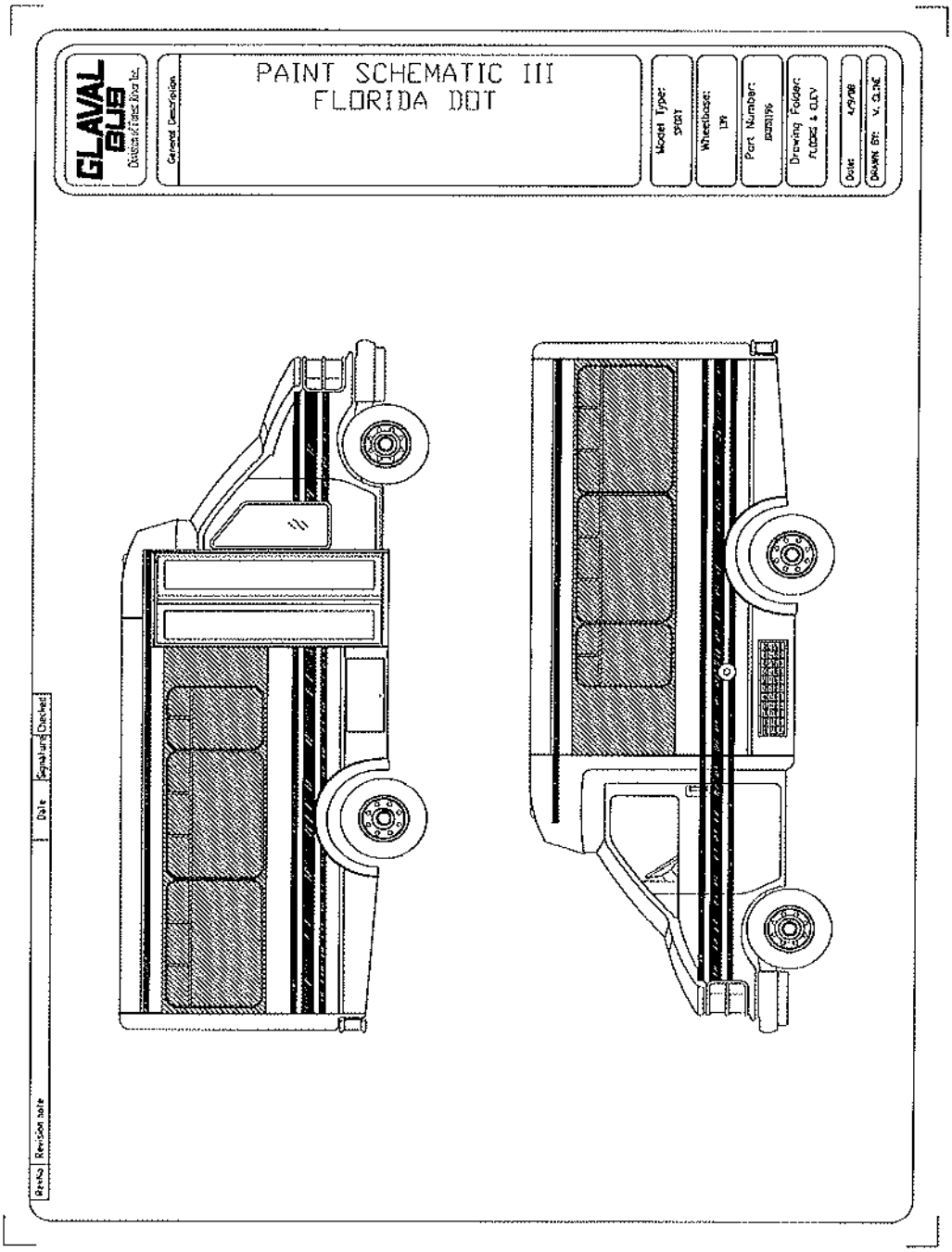
Updated Apr 31, 2012

PAINT SCHEME #2
Optional



Updated Apr 31, 2012

PAINT SCHEME #3
Optional



16.
PUBLIC HEARING
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: November 23, 2015

Second Reading Date: January 27, 2016

Presenter's Name and Title: Barbara Hastings, Assistant Finance Director, on behalf of the Financial Services Department

Temp Ord Number: 1624

Item Description: (SECOND READING) Temp. Ord. No. 1624, AMENDING CHAPTER 11, "BUSINESS TAXES, PERMITS AND BUSINESS REGULATIONS," OF THE MIRAMAR CODE OF ORDINANCES BY REPEALING SECTION 11-33 "INTERVIEW AND INVESTIGATION OF RECEIPT APPLICANTS; DUTIES; FEE TO DEFRAY COST OF CRIMINAL HISTORY FORM; RECEIPT QUESTIONNAIRE FORM", SECTION 11-34 "GROUNDS FOR DENIAL", SECTION 11-35 "APPEAL FROM DENIAL OF RECEIPT", AND SECTION 11-36, "REVOCATION OF RECEIPT", TO ELIMINATE THE PROCESSING OF BACKGROUND CHECKS FOR NEW BUSINESSES AS PART OF THE BUSINESS TAX RECEIPT APPLICATION PROCESS. (Finance Assistant Director Barbara Hastings)

Consent ☐ Resolution ☐ Ordinance ☒ Quasi-Judicial ☐ Public Hearing ☒

Summary Explanation and Background: In 1995, the City Commission created an Equity Study to review, reclassify and revise the City's occupational license tax classifications in accordance with Chapter 205, Florida Statutes. Occupational license tax rates and classifications and the licensing application process were set at that time. The CIty Code included a process for interviewing applicants and the requirement that occupational license tax applicants be subject to a background check.

In 2007, the Florida Legislature amended Chapter 205, Florida Statutes, changing the term "local occupational license tax" to "local business tax" to reflect the taxing nature of the business tax as opposed to a regulatory licensing scheme. Thereafter, the City adopted Ordinance number 07-10 to change the City's Code to conform with State law. However, the application requirement for a criminal background check remained unchanged. The criminal background check process as described in City Code Chapter 11 is no longer appropriate as a prerequisite for payment and collection of a business tax. According to our City Attorney, Chapter 205, Florida Statutes, does not authorize the City to reject a Business Tax Receipt ("BTR") application on the basis of the results of a criminal background check. The City is therefore limited in its ability to deny a BTR application based on the information discovered during the criminal background check

process. The BTR is a receipt evidencing payment of the local business tax and not a document evidencing that the business is properly qualified. Accordingly, City Staff is seeking Commission approval to amend the CIty Code to eliminate the requirement for a backgorund check for new businesses as part of the Business Tax application process.

Instructions for the Office of the City Clerk: NONE

Public Notice – As Required by the Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by the posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Revenues from the Administrative Charge for Background Checks in previous years averaged approximately $300 and were recorded in account 001 101 000 000 316000.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Ordinance TO 1624**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Barbara Hastings, Assistant Finance Director

DATE: December 23, 2015

RE: SECOND READING of Temp. Ord. No. 1624, Amending Chapter 11 Business Taxes, Permits and Business Applications, Sections 11-33 Thru 11-36 of the City Code, related to Business Tax processing in order to eliminate the background check requirement as part of the Business Tax Application process.

RECOMMENDATION: The City Manager recommends approval of Temp. Ord. No. 1624, amending Chapter 11, Business Taxes, Permits and Business Regulations, of the Miramar Code of Ordinances by amending Sections 11-33 through 11-36 related to Business Tax processing to eliminate the background check requirement as part of the Business Tax Receipt ("BTR") application process.

ISSUE: City Commission approval is required to amend Chapter 11 to eliminate background check processing as part of the BTR application process.

BACKGROUND: In 1995, the City Commission created an Equity Study to review, reclassify and revise the City's occupational license tax classifications in accordance with Chapter 205, Florida Statutes. Occupational license tax rates and classifications as well as the process for issuing same were set at that time. The City Code also included the process for interviewing applicants and the requirement that occupational license tax applicants be subject to a background check.

In 2007, the Florida Legislature amended Chapter 205, Florida Statutes by changing the term "local occupational license tax" to "local business tax". The City adopted Ordinance number 07-10 to change the City's Code to conform with State law. All other provisions, including the requirement for a background check, remained unchanged.

In 2007, the Florida Legislature amended Chapter 205, Florida Statutes, changing the term "local occupational license tax" to "local business tax" to reflect the taxing nature of the business tax as opposed to a regulatory licensing scheme. Thereafter, the City adopted Ordinance number 07-10 to change the City's Code to conform with State law. However, the application requirement for a criminal background check remained unchanged.

The criminal background check process as described in City Code Chapter 11 is no longer appropriate as a prerequisite for payment and collection of a business tax. According to our City Attorney, Chapter 205, Florida Statutes, does not authorize the City to reject a BTR application on the basis of the results of a criminal background check. The City is therefore limited in its ability to deny a BTR application based on the information discovered during the criminal background check process. The BTR is a receipt evidencing payment of the local business tax and not a document evidencing that the business is properly qualified. Accordingly, City Staff is seeking Commission approval to amend the Code to eliminate the requirement for a backgorund check for new businesses as part of the Business Tax application process.

The $5.00 administrative fee associated with the background check (currently $24.00) should be eliminated if the ordinance is approved. The 2016 Schedule of Fees will be adjusted accordingly.

Temp. Ord. No. 1624
9/29/15
11/12/15

CITY OF MIRAMAR
MIRAMAR, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AMENDING CHAPTER 11, "BUSINESS TAXES, PERMITS AND BUSINESS REGULATIONS," OF THE MIRAMAR CODE OF ORDINANCES BY REPEALING SECTION 11-33 "INTERVIEW AND INVESTIGATION OF RECEIPT APPLICANTS; DUTIES; FEE TO DEFRAY COST OF CRIMINAL HISTORY FORM; RECEIPT QUESTIONNAIRE FORM", SECTION 11-34 "GROUNDS FOR DENIAL", SECTION 11-35 "APPEAL FROM DENIAL OF RECEIPT", AND SECTION 11-36, "REVOCATION OF RECEIPT", TO ELIMINATE THE PROCESSING OF BACKGROUND CHECKS FOR NEW BUSINESSES AS PART OF THE BUSINESS TAX RECEIPT APPLICATION PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Miramar Code of Ordinances ("City Code") contains business tax classifications and rates (formerly occupational license fees) that were set and adopted in 1995 in accordance with Florida law; and

WHEREAS, Sections 11-33 through 11-36 of the City Code pertain to the process of interviewing, investigating and conducting a criminal background check for new businesses prior to the approval and issuance of a Business Tax Receipt ("BTR"); and

WHEREAS, in 2007, the Florida Legislature amended Chapter 205, Florida Statutes, changing the term "local occupational license" to "local business tax" to reflect the taxing nature of the business tax as opposed to a regulatory licensing scheme.

WHEREAS, City Code Sections 11-33 through 11-36 were established for the issuance of the prior Occupational License and are no longer appropriate as a prerequisite for the issuance of a BTR; and

WHEREAS, the BTR is a receipt evidencing payment of the local business tax and not a document evidencing that the business is properly qualified; and

WHEREAS, Chapter 205, Florida Statutes, does not authorize the City to reject a BTR application on the basis of the results of a criminal background check, and the City is therefore limited in its ability to deny a BTR application based on the information discovered during the criminal background check process; and

WHEREAS, the City Manager recommends eliminating the need for and the processing of background checks as part of the BTR process by amending the City Code to eliminate the related background check requirements; and

WHEREAS, the City Commission recognizes the need to update the City Code to reflect current practices, guidelines and changes in state law and deems it to be in the best interest of the citizens and residents of the City of Miramar to eliminate the requirement to perform a background check on new businesses as a prerequisite for payment and collection of a business tax.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AS FOLLOWS:

Section 1: That the foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and made a specific part of this Ordinance.

Section 2: That Chapter 11, "Business Taxes, Permits and Business Regulations", Sections 11-33 through 11-36 of the City Code related to Business Tax criminal background checks be amended and repealed to read as follow[1]:

~~Sec. 11-33. - Interview and investigation of receipt applicants; duties; fee to defray cost of criminal history form; receipt questionnaire form~~.

~~(a) It shall be the duty of the city to interview and, when deemed necessary or desirable, to investigate all persons, firms, corporations or occupations within the city and to determine whether or not it would be in the best interest of the city to issue such a receipt as applied for by the applicant.~~

~~(b) In accordance with the chapter, in order to determine whether the person applying for a receipt has been convicted of any misdemeanor or felony within the preceding five (5) years, the city shall obtain a criminal history report pertaining to any applicant from a vendor authorized by the state department of law enforcement prior to the city's issuance of such receipt. A regulatory fee is hereby assessed against each person applying for a receipt to defray the cost charged for the criminal history report and of postage and mailing. The amount of the fee will be the amount charged for the criminal history report, plus one dollar ($1.00). This fee shall be in addition to the business tax levied by this chapter. This fee shall be payable upon each application for a receipt.~~

~~(c) As part of the interview and investigatory process prescribed herein, all persons applying for a receipt shall answer the questions provided on the standard city questionnaire form including, without limitation, inquiries as to convictions for a felony or misdemeanor within the past five (5) years and whether the applicant has had civil rights restored under color of law. Failure to answer fully or truthfully such questions shall be cause to deny a receipt in accordance with section 11-34 of this chapter. Regardless of any provision of the Charter or this Code, the city will not deny a receipt~~

[1]Proposed additions to existing City Code text are shown by <u>underlining;</u> proposed deletions from existing City Code text are shown by ~~strike through.~~

~~to a person who has been convicted of a crime but has had civil rights restored in accordance with F.S. Ch. 940, F.S. § 944.292, and/or Article IV, Section 8 of the Florida Constitution. Such person shall demonstrate the restoration of civil rights by furnishing appropriate documents.~~

~~Sec. 11-34. – Grounds for denial~~

~~(a) After interview or investigation, if the city determines that any person making application or any member of such firm, corporation or association does not possess a reputation for honesty, integrity and good character, the department shall not grant or issue a receipt to such applicant~~.

~~(b) The lack of honesty, integrity or good character shall be presumed, when based upon an interview and investigation as provided herein, the city has reasonable and probable grounds to believe that~~:

~~(1) Within the past three (3) years the applicant committed any act which if done by any person who obtained a receipt to do business within the city would constitute grounds for the revocation of the receipt;~~

~~(2) Within the past three (3) years the applicant has committed an act involving dishonesty, fraud, deceit or lack of integrity whereby the applicant has been benefited or whereby some injury has been sustained by another;~~

~~(3) The applicant has been convicted of a misdemeanor or felony during the three (3) years last past;~~

~~(c) The city also shall not grant or issue a receipt if it is determined that the business is not permitted by law or by any city ordinance.~~

~~Sec. 11-35. - Appeal from denial of receipt.~~

~~Any person whose application for a receipt has been rejected or there is a dispute as to the business classification shall have a right to appeal the decision of the city, first to the city manager and then, if necessary, to the city commission by appropriate written petition, and shall be heard by the city commission at its next regular meeting providing, however, that such petition is filed with the city at least ten (10) days prior to such regular meeting of the city commission.~~

~~Sec. 11-36. - Revocation of receipt.~~

~~(a) Notwithstanding any other section in this Code to the contrary, the privilege of doing business within the city allowed by the issuance of a receipt will be subject to a summary administrative revocation by one (1) written thirty-day notice of revocation issued to the receipt applicant by the city if it is determined that one (1) or more of the following conditions exist:~~

~~(1) Repeated code violations.~~

~~(2) Misrepresentations in the application or affidavit~~.

~~(3) Use of business location for illegal or unsafe activities.~~

~~(4) Use of business location for activities not contemplated in the application.~~

~~(5) Misrepresentations made to the city during the application and investigation process.~~

~~(6) Use of business not in compliance with the conditions of the receipt.~~

~~(7) Written verification from State Department of Law Enforcement that the applicant has been convicted of a felony or misdemeanor within the past three (3) years.~~

~~(8) Lack of refuse collection service. Such a violation of this article will be deemed to relate back to the original time of issuance of such receipt as if the receipt had been originally denied at the time of application under section 11-34 of this chapter. Such revocation will be effective in thirty (30) days without the necessity of any hearing or other disposition~~.

~~(b) Except as provided in subsection (a) above, any receipts issued under this article may be revoked by the city commission or code enforcement board at any time upon notice and hearing for violation of any ordinance of the city or law of the state or county or for any other good and sufficient reason in the interests of public health, safety and welfare. This section shall not affect the power of the county court to revoke certain receipts where such revocation is specifically provided for by law.~~

Section 3: That it is the intention of the City Commission of the City of Miramar that the provisions of this Ordinance shall become and be made a part of the Code of the City of Miramar, and that the word “ordinance” may be changed to “section,” article,” or such other appropriate word or phrase in order to accomplish such intention.

Section 4: That should this Ordinance or any part thereof be declared invalid by a court of competent jurisdiction, the invalidity of any part of this Ordinance shall not otherwise affect the validity of the remaining provisions of this Ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 5: That all sections of the Code of Ordinances, all ordinances or sections of ordinances, and all resolutions, or sections of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 7: That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved this ORDINANCE as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

17.
PUBLIC HEARING
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: November 23, 2015

Second Reading Date: January 27, 2016

Presenter's Name and Title: Michael Alpert, Principal Planner, on behalf of Community and Economic Development Department

Temp Ord Number: 1629

Item Description: (Second Reading) Temp. Ord. No. 1629, CREATING A NEW CHAPTER OF THE LAND DEVELOPMENT CODE ENTITLED CHAPTER 1 AUTHORITY; RESCINDING EXISTING CHAPTER 1 PURPOSE AND APPLICABILITY, AND CHAPTER 3 REVIEW AGENCIES, INCLUDING THE CITY COMMISSION, PLANNING & ZONING BOARD, DEVELOPMENT REVIEW COMMITTEE AND COMMUNITY APPEARANCE BOARD; ADOPTING A NEW CHAPTER OF THE LAND DEVELOPMENT CODE; PROVIDING FOR APPLICABILITY, TITLE AND AUTHORITY; PROVIDING THAT THE EXISTING ZONING MAP SHALL CONTINUE IN EFFECT; ADOPTING PROVISIONS RELATED TO INTERPRETATION AND REPLACEMENT OF THE ZONING MAP; PROVIDING FOR THE CREATION OF AND OPERATIVE PROVISIONS RELATING TO THE CITY COMMISSION, PLANNING AND ZONING BOARD, DEVELOPMENT REVIEW COMMITTEE, AND COMMUNITY APPEARANCE BOARD; AND AMENDING PORTIONS OF CHAPTER 4 COMPREHENSIVE PLAN, RELATING TO APPLICATION PROCEDURES, AMENDMENT PROCEDURES AND GRAMMAR, AND CHAPTER 8, SECTION 813 COMMUNITY APPEARANCE BOARD; RENUMBERING AND RELETTERING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Principal Planner Michael Alpert)

Consent ☐ Resolution ☐ Ordinance ☒ Quasi-Judicial ☐ Public Hearing ☒

Summary Explanation and Background: This Ordinance proposes to create a new chapter of the Land Development Code ("LDC") to begin the process of reorganizing and updating the entire LDC. This new chapter, entitled Authority, addresses and clarifies the authority of the LDC and Comprehensive Plan, and outlines the powers and duties of the City Commission, Planning & Zoning Board, Development Review Committee, and Community Appearance Board with respect to land use decisions. The new chapter combines two existing chapters and small portions of two other chapters, effectively eliminating the existing Chapter 1 entitled "Purpose and Applicability" and the existing Chapter 3 entitled "Review Agencies", creating room for a new Chapter 3 (Processes) to be adopted in the near future.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by the Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on 11/4/15, in a legal display ad in the Sun-Sentinel; by the posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS: None.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Ordinance TO 1629**
  - **Exhibit A: New Land Development Code Chapter 1**
  - **Exhibit B: Existing Land Development Code Chapters 1 and 3**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Community & Economic Development Director

DATE: December 23, 2015

RE: SECOND READING of Temp. Ord. No. 1629, creating a new chapter of the Land Development Code entitled Chapter 1 "Authority", rescinding Chapter 1 "Purpose and Applicability" and Chapter 3 "Review Agencies", and amending portions of Chapter 4 "Comprehensive Plan" and Chapter 8, Section 813 "Community Appearance Board".

RECOMMENDATION: The City Manager finds that this amendment satisfies the criteria of Land Development Code ("LDC") Section 507.8 for amending the LDC, and therefore recommends approval of Temp. Ord. No. 1629.

ISSUE: This ordinance proposes to create a new Chapter 1 "Authority" of the LDC. The new Chapter 1 combines existing Chapter 1 "Purpose and Applicability" and Chapter 3 "Review Agencies", and small portions of Chapter 4 "Comprehensive Plan" and Chapter 8, Section 813 "Community Appearance Board". As a result, existing Chapters 1 and 3 will be rescinded in their entirety and revisions are being proposed for existing Chapters 4 and 8. A new Chapter 3 will be created in the near future and brought forward to the Commission for adoption.

BACKGROUND: The current LDC was adopted in 1996 with several amendments to various chapters and sections over the years, as the needs arose. The LDC has provided a framework for the development pattern and economic development of the City, which has grown tremendously in population and developed rapidly over the last 20 years. Land development regulations are designed to work in tandem with the Comprehensive Plan, but they provide more specificity than the guiding principles found in the Comprehensive Plan. Both documents are organic in nature and are consistently reviewed over time for potential updating to be consistent with the evolving economic, physical and social conditions and needs of the City.

Staff is currently working on an update of the entire LDC. The goals of the LDC Update project include the following:

- To embrace standards and permitted uses that enhance the City's economic development, as well as redevelopment and infill development opportunities, by streamlining procedures and clarifying standards that provide for predictable and efficient land development patterns;
- To minimize the need for variances and improve the common-sense approach to land development;
- To incorporate and promote Smart Growth principles, sustainability and food systems policy;
- To promote form-based urban design principles that help to create a more pedestrian-friendly and usable built environment;
- To address current building construction methods and economic trends;
- To eliminate and minimize conflicts and ensure consistency within the Code and with the City Code of Ordinances and Comprehensive Plan;
- To adopt user-friendly language with the inclusion of more graphics and tables, especially with respect to procedures and zoning regulations; and
- To reflect Miramar's specific demographic and geographic characteristics.

The existing structure of the Code includes twelve chapters (originally there were eleven) and is as follows:

- Preface
- Table of Contents
- Chapter 1: Purpose and Applicability
- Chapter 2: Definitions and Rules of Construction
- Chapter 3: Review Agencies
- Chapter 4: Comprehensive Plan
- Chapter 5: Development Review Procedures
- Chapter 6: Archaeological and Historical Landmarks
- Chapter 7: Use Regulations
- Chapter 8: Development Standards of General Applicability
- Chapter 9: Landscaping Requirements and Tree Conservation
- Chapter 10: Signs
- Chapter 11: Non-Conforming Uses and Structures
- Chapter 12: Zoning Certificates of Use
- Code Comparative Table – Ordinances
- Land Development Code Index

The structure of the new LDC is proposed as follows:

- Preface and Table of Contents
- Chapter 1: Authority
- Chapter 2: Terms
- Chapter 3: Processes
- Chapter 4: Functions
- Chapter 5: Standards
- Land Development Code Index

This structure is designed to reorganize and streamline the code into the appropriate topical areas and to reduce the number of chapters from 12 to 5 for easier use by the public, consolidating chapters and sections, without eliminating substance.

The Planning and Zoning Board recommended approval of this ordinance at their public hearing on November 17, 2015. Staff will bring forward one or more chapters at a time for consideration for adoption by the City Commission.

Temp. Ord. No. 1629
09/16/15
11/12/15

CITY OF MIRAMAR
MIRAMAR, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CREATING A NEW CHAPTER OF THE LAND DEVELOPMENT CODE ENTITLED CHAPTER 1 AUTHORITY; RESCINDING EXISTING CHAPTER 1 PURPOSE AND APPLICABILITY, AND CHAPTER 3 REVIEW AGENCIES, INCLUDING THE CITY COMMISSION, PLANNING & ZONING BOARD, DEVELOPMENT REVIEW COMMITTEE AND COMMUNITY APPEARANCE BOARD; ADOPTING A NEW CHAPTER OF THE LAND DEVELOPMENT CODE; PROVIDING FOR APPLICABILITY, TITLE AND AUTHORITY; PROVIDING THAT THE EXISTING ZONING MAP SHALL CONTINUE IN EFFECT; ADOPTING PROVISIONS RELATED TO INTERPRETATION AND REPLACEMENT OF THE ZONING MAP; PROVIDING FOR THE CREATION OF AND OPERATIVE PROVISIONS RELATING TO THE CITY COMMISSION, PLANNING AND ZONING BOARD, DEVELOPMENT REVIEW COMMITTEE, AND COMMUNITY APPEARANCE BOARD; AND AMENDING PORTIONS OF CHAPTER 4 COMPREHENSIVE PLAN, RELATING TO APPLICATION PROCEDURES, AMENDMENT PROCEDURES AND GRAMMAR, AND CHAPTER 8, SECTION 813 COMMUNITY APPEARANCE BOARD; RENUMBERING AND RELETTERING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to update the entire Land Development Code ("LDC") in a phased manner with the intent to: promote form-based urban design and incorporate Smart Growth principles, sustainability and food systems policy; embrace standards and uses that enhance the City's economic development, as well as redevelopment and infill development opportunities; eliminate and minimize conflicts; minimize the need for variances; and incorporate user-friendly language, graphics and tables to enhance readability and usability; and

WHEREAS, this first phase seeks to create a new Chapter 1, entitled Authority, which addresses and clarifies the authority of the LDC and Comprehensive Plan, and outlines the powers and duties of the City Commission, Planning & Zoning Board, Development Review Committee, and Community Appearance Board with respect to land use decisions; and

WHEREAS, the new Chapter 1 combines two existing chapters, namely existing Chapter 1 “Purpose and Applicability” and Chapter 3 “Review Agencies”, as well as small portions of Chapter 4 “Comprehensive Plan” and Chapter 8, Section 813 “Community Appearance Board”, thus effectively eliminating existing Chapters 1 and 3 and creating room for a new Chapter 3 (Processes) to be adopted in the near future; and

WHEREAS, the City Manager recommends creating a new Chapter 1 “Authority” (attached hereto as Exhibit “A”) and repealing existing Chapter 1 “Purpose and Applicability” and Chapter 3 “Review Agencies” (attached hereto as Exhibit “B”) in their entirety, and revising portions of Chapter 4 “Comprehensive Plan” and Chapter 8, Section 813 “Community Appearance Board”, as shown herein, to update and clarify certain regulatory requirements and procedures of the LDC; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to create a new Chapter 1 “Authority” (attached hereto as Exhibit “A”) and repeal existing Chapter 1 “Purpose and Applicability” and Chapter 3 “Review Agencies” (attached hereto as Exhibit “B”) in their entirety, and revise portions of Chapter 4 “Comprehensive Plan” and Chapter 8, Section 813 “Community Appearance Board”, as shown herein, to enhance usability, incorporate best-practices and modernize the City's LDC; and

WHEREAS, the Planning & Zoning Board, sitting as the Local Planning Agency, has found this Ordinance to be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2: That the Land Development Code of the City of Miramar, Florida, is hereby amended by adding a new chapter in the Land Development Code to be numbered 1, which said chapter reads as set forth in Exhibit “A.” Existing Chapter 1 of the Land Development Code entitled “Purpose and Applicability” and Chapter 3 entitled “Review Agencies,” attached hereto as Exhibit “B,” are repealed in their entirety.

Section 3: That section 401 and 402 of the Land Development Code of the Code of the City of Miramar, Florida, are hereby amended to read as follows*:

Chapter 4 - COMPREHENSIVE PLAN

~~**Sec. 401. - Purpose.**~~

~~The City of Miramar Comprehensive Plan was adopted pursuant to the requirements and authority of Part II, Chapter 163, Fla. Stat. (the "Local Government Comprehensive Planning and Land Development Regulation Act") and Rule 9J-5 of the Florida Administrative Code. The purposes of the Plan are defined in Chapter 163, Fla. Stat., and the Plan.~~

~~**Sec. 402. - Legal status of the plan.**~~

~~No development order shall be issued under the provisions of this Land Development Code unless consistent with the goals, objectives and policies of the Comprehensive Plan.~~

Section 4: That section 403 of the Land Development Code of the Code of the City of Miramar, Florida, is hereby amended to read and re-numbered as follows*:

Sec. ~~403.~~ 401. - Amendments.

The Comprehensive Plan ~~comprehensive plan~~ may be amended in accordance with this section and the notice and hearing procedures as set forth in this Code and applicable Florida Statutes. Corrections, updates, or modifications of current codes, to the extent permitted by Florida Law, which were set out as part of the plan shall not, for the purposes of this section, be deemed to be plan amendments.

401.1 ~~*403.1.*~~ *Who may file.* ~~*Who may file.*~~ Any person, board or agency affected by the city's Comprehensive Plan ~~comprehensive plan~~ may apply to amend the plan, except as provided herein. An application to amend the land use plan map may

* Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

only be filed by the city administration, City Commission ~~city commission~~ or an owner of property subject to the amendment.

401.2 ~~*403.2.*~~ *Application requirements.* ~~*Application requirements.*~~ Applications on a form specified by the Community & Economic Development Department Director ~~community development department director~~ shall be accepted during the filing periods established. The applicant shall submit all information required to adequately address the filing requirements adopted by the Florida Department of Economic Opportunity ~~department of community affairs~~ and if applicable, the requirements of the Broward County Planning Council. In addition, the applicant shall submit all other information determined by the Community & Economic Development Department Director ~~community development department director~~ to be necessary to address the comprehensive planning criteria of the city. A fee covering the costs of processing an application for a plan amendment shall be established from time to time by resolution of the City Commission and shall be submitted with the application.

401.3 ~~*403.3.*~~ *Limitations on number of amendments.* ~~*Limitations on number of amendments.*~~ The city administration shall establish a schedule for the acceptance of amendments to the Comprehensive Plan ~~comprehensive plan~~. The limitations of F.S. § 163.3187 *et seq.*, ~~as amended,~~ as amended regarding the number and type of amendments which may be filed shall be complied with. If the amendment involves a change to the county land use plan, the schedule shall be established to meet the county's submittal deadlines.

401.4 ~~*403.4.*~~ *Notice of public hearings.* ~~*Notice of public hearings.*~~ Public hearings shall be held in compliance with F.S. § 163.3184(11~~15~~), as amended and the provisions of this Code.

401.5 ~~*403.5.*~~ *Amendment procedure.* ~~*Amendment procedure.*~~ The procedure for amendment of the plan shall be by ordinance, in accordance with Chapters F.S. §§ 163.3174, 163.3184, and 163.3187, all as amended from time to time.

401.6 ~~*403.6.*~~ *Local Planning Agency public hearing.* ~~*Local planning agency public hearing.*~~ The Planning and Zoning Board ~~planning and zoning board~~, sitting as the Local Planning Agency ~~local planning agency~~ (LPA), shall hold at least one advertised public hearing on a proposed plan amendment to review the amendment and provide recommendations to the City Commission ~~city commission~~. The

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

meeting shall be noticed in compliance with the notice requirements of this code ~~section~~ and F.S. §§ 163.3174.

401.7 ~~*403.7.*~~ *City* Commission *public hearings.* ~~*City commission public hearings.*~~ The City Commission ~~city commission~~ shall hold at least two advertised public hearings on a proposed plan amendment in compliance with F.S. §§ 163.3184 and 163.3187, all as amended from time to time. The meeting shall be noticed in compliance with the notice requirements of this code ~~section~~ and Florida Statutes.

401.8 ~~*403.8.*~~ *Transmittal of proposed amendment.* ~~*Transmittal of proposed amendment.*~~ Following the first public hearing by the City Commission on a proposed plan amendment, the city, if required by law, ~~appropriate~~ shall transmit the required number of copies of the proposed ~~plan~~ amendment to the required state, regional and county review agencies. If the amendment involves an amendment to the county land use plan, then the city may transmit the required number of copies to the state concurrently with the county transmittal.

401.9 ~~*403.9.*~~ *Adoption of proposed amendment.* ~~*Adoption of proposed amendment.*~~ If Florida law requires transmittal of the proposed amendment as provided in Section 401.8, upon ~~Upon~~ receipt of the comments from the Florida Department of Economic Opportunity ~~department of community affairs~~, the City Commission ~~city commission~~ shall adopt, adopt with changes or deny the proposed amendment in accordance with the provisions of F.S. § 163.3184~~(7)~~, as amended.

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

Section 5: That section 813.2.3.3 of the Land Development Code of the Code of the City of Miramar, Florida, is hereby amended to read as follows*:

813.2.3.3. [Reserved.] ~~**813.2.3.3. Membership.** The CAB shall consist of persons who shall be paid architects licensed and registered in the State of Florida and recommended for appointment by the city manager or his or her designee and ratified by the city commission. The city's cost recovery ordinance shall be used to cover the review expenses as needed. The CAB may call on the planning and zoning board chairperson or his or her designee, the community development director or any other city staff as necessary to complete its review.~~

~~Additional board rules of procedure may be established by the community development department and the contracted CAB consultant architects once they are appointed.~~

Section 6: Severability. That should any section or provision of this Ordinance, or any paragraph, section or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or part hereof, other than the part declared to be invalid.

Section 7: Intent; Inclusion in the Land Development Code. That it is the intention of the City Commission of the City of Miramar that the provisions of this Ordinance shall become and be made part of the Land Development Code of the City of Miramar. The City-approved codifiers of this Ordinance may renumber or re-letter

provisions in this Ordinance, and the word “Ordinance” may be changed to “Chapter”, “Section”, “Article” or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 8: Effective Date. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this ORDINANCE as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT A

CHAPTER 1 AUTHORITY

Section 101 - Title

Section 102 - Authority and Purpose

Section 103 - Applicability

Section 104 - Official Zoning Map

Section 105 - Comprehensive Plan

Section 106 - City Commission

Section 107 - Planning and Zoning Board

Section 108 - Development Review Committee

Section 109 - Community Appearance Board

Section 101 – Title.

This Code of the City of Miramar Land Development Regulations shall be entitled and may be referred to as the Land Development Code ("LDC" or "Code").

Section 102 – Authority and Purpose.

This Land Development Code is enacted pursuant to the requirements and authority of the Community Planning Act, Chapter 163, Part II, Florida Statutes and the general powers confirmed in Chapter 166, Fla. Stat. (Municipalities) and the Article VIII, Section 2, Florida Constitution of 1968.

The purpose of this LDC is to implement further the Comprehensive Plan ("the Plan") of the City by establishing regulations, procedures and standards for review and approval of all development and use of land and water in the City in addition to and in more detail than those in the Plan. Further, this LDC is adopted in order to foster and preserve public health, safety, comfort and welfare, and to aid in the harmonious, orderly, and progressive development of the Ceity. It is the intent of this Code that the development process in the City of Miramar be efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and the consideration of the interests of the citizens of the City.

Section 103 – Applicability.

103.1. General Applicability.

Unless otherwise permitted as an exception under Section 103.2 or allowed to continue as a nonconforming use, all existing, proposed and new development and uses of land in the City of Miramar shall conform strictly to the provisions of this Code. Except as expressly provided in this Code, no development and use of land shall be undertaken without prior approval and issuance of a development order pursuant to the provisions of this LDC. The fact that a development order, permit or decision has been issued by an officer or employee with ostensible authority over the interpretation or enforcement of this Code shall not estop or otherwise prevent the City from strict enforcement of the provisions of this Code.

103.2. Exceptions.

103.2.1. The provisions of this LDC and any amendments hereto shall not affect development which has been previously approved and is otherwise exempted in accordance with the provisions of this subsection, or the nonconformity section of the this Code.

103.2.2. The provisions of this LDC shall not affect development, or portions thereof, which has gained a vested right to complete development pursuant to Florida law, prior to January 20, 2016. Upon completion of such vested development, or portions thereof, each non-vested and vested development project with regard to future development expansion or redevelopment will be subject to the then currently effective provisions of this Code.

103.2.3. Notwithstanding anything to the contrary in this Code, properties zoned "PUD" (Planned Unit Development) prior to the effective date of this Code shall be permitted to complete development of the portion(s) of the project having a valid and current Conceptual Development Plan ("CDP") that includes specific land development standards adopted by the City Commission. If no such conceptual development plan exists, or such plan has expired, such development shall conform to the provisions of this Code. Modifications to approved conceptual or Master Development Plans ("MDPs") shall be approved in accordance with Section 103.3.2 of this Code.

103.3. Vested Rights.

103.3.1. Vested Rights Determination.

Any property owner that claims vested rights with respect to changes in the City's laws and regulations may seek a vested rights determination and hearing as provided by the Code of Ordinances.

103.3.2. Modifications to vested development orders.

(a) Any development order determined to be valid and vested pursuant to provisions of this LDC, or pursuant to any vested rights procedure pursuant to this LDC, may be modified and approved by one of the following procedures based on the criteria stated herein: Administrative approval by the Community and Economic Development Department Director, or final site plan approval by the City Commission.

Modifications shall not be permitted which would permit a use not otherwise permitted within a zoning district, permit a conditional use as permitted use, or violate the provisions of nonconforming uses and structures.

Any change to a vested development order which would normally require the granting of a variance prior to receiving final site plan approval shall be processed to the City Commission. The Commission at its discretion shall determine the extent to which the site must comply with the development standards in effect at the time the variance would be granted.

(b) Modifications to vested development orders requiring administrative approval

Notwithstanding anything to the contrary in the LDC, the following changes shall be approved administratively by the Community and Economic Development Department Director after review by the Development Review Committee ("DRC"). These developments may proceed according to the development standards in effect at the time the vested rights were established:

(1) Any increase in the average and/or minimum lot size of a zoning pod within an approved residential zoning parcel;
(2) Any decrease in the number of dwelling units in a zoning parcel;
(3) Any qualified site plan exemption pursuant to Chapter 3;
(4) Any minor amendments/alterations to approved conditional uses pursuant to Chapter 3; or
(5) Any minor changes to utilities, rights-of-way, bicycle and pedestrian paths, water bodies, open space and landscaped areas, signs and amenities.

Any change set forth in this subsection that is also identified in section 103.3.2(c) shall be governed by that later provision.

(c) Modifications to vested development orders requiring final site plan approval

The following changes shall be required to obtain final site plan approval by the City Commission pursuant to Chapter 3 and shall comply with the development standards in effect at the time the project will receive such approval.

The un-built portions of the applicable zoning parcel(s)/pod(s) sought to be modified shall comply in its/their entirety with the aforementioned development standards, however, the changes shall not be applied to other specifically delineated pods/parcels within a master planned development and/or plat which are not being modified:

(1) Any change in zoning district;
(2) Any increase in the number of dwelling units within a zoning parcel;
(3) Any decrease in the setbacks of proposed structures;
(4) Any decrease in the landscape area or open space area within a zoning parcel;
(5) Any increase in the height of a structure;
(6) Any decrease in the number of parking spaces; or
(7) Any change to a vested development order which materially affects the development of the entire unbuilt portion of a zoning pod/parcel.

Section 104 – Official Zoning Map.

104.1. Adoption of the Official Zoning Map.

The City of Miramar is divided into zones or districts, as shown on the Official Zoning Map ~~official zoning map~~ and described in this Land Development Code. The zoning map, together with all explanatory matter thereon, shall be considered a part of this LDC. The zoning map is the official record of zoning status of areas within the City. A copy shall be maintained by the Community and Economic Development Department, and is available for review on the City's official website. The boundaries of the various zoning districts are hereby established as shown on a map entitled "The Zoning Map of the City of Miramar." The Official Zoning Map ~~official zoning map~~ shall bear the seal of the C~~c~~ity under the following words: "This is to certify that this is the Official Zoning Map referred to in Section 104 of the Land Development Code of the C~~c~~ity of Miramar, Florida" together with the date of adoption.

104.2. Amendments to the Official Zoning Map ~~zoning map~~.

Amendments to the Official Zoning Map ~~official zoning map~~ shall be made in accordance with the procedures and standards of this Code. An amendment to the zoning map does not need an amendment to this LDC that textually recognizes the amendment to this Section or the Code, except for the notation to be placed on the zoning map as set forth in Section 104.1 ~~104.2~~. Any amending ordinance shall provide that such changes or amendments, including rezoning of a parcel of land, shall not become effective until thirty (30) days from the date of rendition of the ordinance, and if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. Regardless of the existence of purported copies of the Official Zoning Map ~~official zoning map~~ which may from time to time be made or published, the Official Zoning Map which shall be stored in the Community and Economic Development Department when not in use and readily

available to the public, shall be the final authority as the current zoning status of land and water areas, buildings, and other structures in the Ceity.

104.3. Recording amendments.

The change or amendment shall be duly recorded within five (5) business days after the 30-day period has expired *and* resolution of any judicial contests or appeals. No zoning changes shall be made on the Official Zoning Map or matter shown thereon except in conformity with the procedures set forth in this code. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this code and punishable as provided in this code, the Miramar City Code of Ordinances, or Florida Statutes.

104.4. Replacement.

In the event that the official zoning map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes and additions, the City Commission may adopt a new, or replacement, Official Zoning Map which shall supersede the prior Official Zoning Map. The new map may correct drafting or other errors or omissions in the prior map, but no such correction shall have the effect of amending the original zoning ordinance or any subsequent amendment. The new Official Zoning Map shall be identified by the following words: "This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted (*date of adoption of map being replaced*) as part of the Land Development Code of the City of Miramar, Florida." Unless the prior map has been lost, or has totally been destroyed, it shall be preserved together with all available records pertaining to its adoption or amendment.

104.5. Interpretation of District Boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:

(a) Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines.

(b) Boundaries indicated as approximately following platted lot lines shall be so construed.

(c) Boundaries indicated as approximately following city limits shall be so construed.

(d) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.

(e) Boundaries indicated as following shorelines shall be construed to follow the high water mark and in the event of change in the shoreline shall be construed as moving within the high

water mark; boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other water bodies shall be construed to follow such centerlines.

(f) Boundaries indicated as parallel to or extensions of features indicated in subsections (a) through (e) above shall be so construed. Distances not specifically indicated on the Official Zoning Map shall be determined by the use of the scale shown on said zoning map.

(g) In cases where the actual location of physical features varies from those shown on the Official Zoning Map, or in other circumstances not covered by subsections (a) through (f) above, the City Commission shall interpret the district boundaries.

104.6. Water areas.

All areas within the Ceity which are under water and not shown as included within any zoning district shall be subject to all the requirements of the district which immediately adjoins or abuts the water area. If the water area adjoins two or more districts, the boundaries of each district shall be construed to extend into the water area in a straight line as projected until they intersect a projected line from other district boundaries.

104.7 Vacations; built-up land.

Whenever any street, alley or other right-of-way is vacated by official action of the City Commission, the use district and area regulations governing the property abutting upon each side of such street, alley or right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts. In all cases where land is built up by fill, reliction, or accretion, upon areas formerly under water, the use district and area regulations applying to the land immediately adjoining or upland of such built-up land shall be automatically extended thereto.

Section 105 – Comprehensive Plan.

105.1. Purpose.

The City of Miramar Comprehensive Plan was adopted and amended pursuant to the requirements and authority of the Community Planning Act, Chapter 163, Part II, Florida Statutes and all other applicable regulations. The purposes of the Plan are defined in Chapter 163, Florida Statutes, and the Plan.

105.2. Adoption of Comprehensive Plan.

The City's Comprehensive Plan consists of the one volume book entitled *Comprehensive Plan – Goals, Objectives and Policies To Guide Future Growth and Community Improvement*, which includes nine (9) elements and four (4) sub-elements entitled Future Land Use Element, Transportation Element, Housing Element, Potable Water/Aquifer Recharge Sub-Element, Sanitary Sewer Sub-Element, Solid Waste Sub-Element, Stormwater Management Sub-Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, and Public School Facilities Element. The Comprehensive Plan also includes an Introduction Section, a Statement of Legislative Intent, two (2) map exhibits, and an appendix consisting of maps. The Plan was initially adopted by Ordinance No. 89-31 (*adopted May 15, 1989*), with subsequent amendments.

105.3. Legal Status of the Plan.

(a) *Generally.* To the extent consistent with the Community Planning Act, the Comprehensive Plan shall be interpreted as setting forth general guidelines and principles for the growth and development of the city. Goals, policies, and objectives within the Comprehensive Plan are internally consistent, and any reading of the Comprehensive Plan to suggest an internal inconsistency shall be construed in such a manner so as to maintain the internal consistency of the Comprehensive Plan.

(b) *Conflicts with other regulations.* The Comprehensive Plan is cumulative and supplemental to existing Ceity regulations for the development of land. Where the Comprehensive Plan conflicts with existing land development regulations, the Comprehensive Plan shall supersede existing land development regulations to the effect of the conflict until such existing land development regulations are amended to be consistent with the Comprehensive Plan. The City Commission shall be the final determiner as to consistency.

(c) *Development orders to be consistent with Comprehensive Plan.* No development order shall be issued under the provisions of this Land Development Code, unless the development order is consistent with the goals, objectives and policies of the Comprehensive Plan.

105.4 Amendments to the Comprehensive Plan.

Amendments to the Plan shall be made in accordance with the procedures and standards of Florida law and this Code, as described in Section 401.

Section 106 – City Commission.

106.1. Powers and Duties.

In addition to any authority granted to the City Commission ("Commission") by Florida law, the Charter of the City of Miramar, and the Code of Ordinances of the City of Miramar, the Commission shall have the powers and duties listed herein in regard to this Land Development Code. The Commission's authority shall include, but not be limited to, approval, approval with conditions or modifications or denial:

(a) To take such action deemed desirable and necessary to implement the provisions of this LDC and the Comprehensive Plan; and

(b) To hear and decide appeals when it is alleged that there is an error in any order, requirement, decision, determination made by any administrative official or the DRC acting pursuant to this LDC, except where state, county, or City regulations or this Code specifically provide otherwise; and

(c) To consider all applications for development included in ***Table 1***, pursuant to adopted procedures and take action as may be appropriate.

TABLE 1						
	COMMISSION ACTION[1]					
APPLICATION TYPE	ADOPT & AMEND	APPROVE / DENY	ENTER INTO	EXTEND	HEAR & DETERMINE	RE-APPROVE
Abandonment of Right-of-Way	✔					
Appeal					✔	
Community Appearance - new construction		✔				
Community Appearance - Renovation[1]		✔				
Community Appearance - Telecommunication[1]		✔				
Comprehensive (Land Use) Plan Map Amendment	✔					
Comprehensive Plan Text Amendment	✔					
Compliance Plan[2]		✔				
Conditional Use		✔		✔		✔
Cure Plan		✔				
Development Agreement			✔			
Development of Regional Impact		✔				
Flexibility / Reserve Unit Allocation[3]		✔				
Lake Excavation and Resource Extraction[4]		✔		✔		✔
Land Development Code Text Amendment	✔					
Master Development Plan (Amendment)	✔					
Master Zoning Plan/(Amendment)	✔					
Plat		✔				
Plat Exemption[1]		✔				
Plat Waiver		✔				
Resolution Modification	✔					
Rezoning	✔					
Site Plan - New construction		✔		✔		✔
Site Plan (Amendment)[1]		✔		✔		✔
Site Plan (Amendment) - Telecommunication[1]		✔		✔		✔
Traffic Ways Amendent	✔					
Temporary Use Permit[1]		✔				
Variance[5]		✔		✔		✔
Vacation of Easements	✔					
Extended Hours License (alcoholic beverages)					✔	
Zoning Relief Procedure					✔	

[1] in certain cases per adopted procedures
[2] for approval of funding
[3] coinciding with a conditional use or rezoning
[4] as a conditional use
[5] except for setbacks and regulations pertaining to single family homes and duplexes

Section 107 – Planning and Zoning Board.

107.1. Creation.

The existing advisory planning and zoning board is hereby reconstituted as the Planning and Zoning Board ("Board").

107.2. Powers and Duties.

The Board shall have the powers and duties listed herein in regard to this LDC. The Board shall act as an advisory board to the Commission on the following matters, except for variances from setback requirements and regulations pertaining to single-family and duplex residences, in which case the Board shall have final authority:

(a) To act as the Local Planning Agency as provided in section F.S. § 163.3174; and

(b) To make recommendations to the city administration and City Commission regarding revisions to the LDC and in regard to adoption and amendment of the official zoning map; and

(c) To review and make recommendations to the Commission on the following development approvals included in ***Table 2***, pursuant to adopted procedures; and

(d) To review and approve variances from the setback requirements for all development and redevelopment and any other LDC provisions affecting individual single-family and duplex residences. The Board's authority shall include, but not be limited to, approval, approval with conditions or modifications, or denial; and

(e) To review and make recommendations to the Commission on any other matter referred to it by the Commission.

TABLE 2		
	PLANNING AND ZONING BOARD ACTION[1]	
APPLICATION TYPE	**APPROVE / DENY**	**REVIEW AND RECOMMEND**
Comprehensive (Land Use) Plan Map Amendment		✔
Comprehensive Plan Text Amendment		✔
Conditional Use		✔
Development Agreement		✔
Development of Regional Impact		✔
Land Development Code Text Amendment		✔
Master Development Plan (Amendment)		✔
Master Zoning Plan/(Amendment)		✔
Rezoning		✔
Traffic Ways Amendment		✔
Variance (Setbacks and Homeowner)	✔	
[1] pursuant to adopted procedures		

107.3. Membership.

The Board shall be composed of seven (7) members appointed by the Commission plus one nonvoting member appointed by the Broward County School Board. The procedure to appoint non-S~~s~~chool B~~b~~oard members, qualifications for membership, terms of office, filling of vacancies, attendance, and provisions for legal counsel shall be as provided for in the City Code. The School Board shall determine the qualifications for membership, term of office, method for the filling of a vacancy, and attendance requirements for its appointed member.

107.4. Officers.

Annually in June, ~~of each year~~ or in the event no meeting is held in June at the next meeting thereafter at which a quorum of the Board is present, the Board shall elect a chairperson ("Chair") and vice-chairperson ("Vice-Chair") from among its members who are eligible to vote and may create and fill such other offices as necessary. Terms of all offices shall be for one year, or until their successors have been elected, whichever event shall be longer in duration, with eligibility for re-election. During their term of service as an officer of the Board, all officers shall at all times be required to be duly qualified members of the Board.

107.5. Meetings, Hearings and Procedures.

107.5.1. Quorum.

Except as provided in this section, no meeting of the Board shall be called to order, nor shall any business be transacted by the Board, without a quorum consisting of at least four members of the Board being present. The chair and vice-chair shall be considered and counted as a member. When a quorum does not exist, those members of the Board who are present may convene for the purposes of continuing a public hearing, holding a workshop, or scheduling a special meeting.

107.5.2. Time of regular and special meetings.

(a) Regular meetings of the Board shall be held no less often than once every month. Special meetings may be called by the Chair of the Board, a majority of the members of the Board, a majority of the Commission, or the City Manager.

(b) In the event of a lack of business to be conducted or when it becomes apparent that there will be an inability to assemble a present quorum, the Chair of the Board, the Community & Economic Development Director, or the City Manager, may cancel a Board meeting. In the event that it becomes apparent that a quorum will not be obtained and that a Board meeting is cancelled, any item scheduled for consideration or advertised for a public hearing shall be automatically continued until the next meeting. If the Board meeting is not cancelled and the Board is unable to obtain a quorum, consideration of a matter scheduled for a hearing or discussion shall be postponed due to lack of a quorum, and the Chair of the Board shall continue consideration of the item scheduled for hearing or discussion until the next scheduled or special meeting thereafter. In

the case of delays caused by other reasons, the meeting should be rescheduled to the next established Board meeting. The City Clerk shall notify all members of the date of the continued meeting.

107.5.3. Public meetings.

All meetings of the Board and its committees shall be public meetings, open to the public, and noticed to the public. All records of such meetings shall be public records. The Board shall have the power to develop rules of procedure, and in the absence of adopted rules, the Board shall use Robert's Rules of Order, Newly Revised, most recent edition, as its rules of procedure.

107.5.4. Vote.

No action of the Board shall be valid, unless authorized by a majority vote of the membership voting. However, the School Board-appointed member shall have no vote and shall not be counted in determining the required majority. Board members present but abstaining from voting shall not be counted in determining the required majority.

107.5.5. Records.

The city administration shall keep minutes of all Board proceedings, showing evidence presented, the names of all witnesses giving testimony, any findings of fact by the Board, and the vote of each member upon each question, or if absent or abstaining from voting, such fact. All of the foregoing records shall be public records, available for copying and inspection during normal business hours.

Section 108 – Development Review Committee.

108.1. Creation and Purpose.

There is hereby established a Development Review Committee ("DRC") in order to facilitate communication and coordination between departments responsible for development review.

108.2. Powers and Duties.

The DRC shall review and render recommendations on applications for development included in Table 3.

TABLE 3		
	DEVELOPMENT REVIEW COMMITTEE ACTION[1]	
APPLICATION TYPE	APPROVE / DENY	REVIEW AND RECOMMEND
Abandonment of Right-of-Way		✔
Certificate of Level of Service Compliance	✔	
Compliance Plan		✔
Comprehensive (Land Use) Plan Map Amendment		✔
Comprehensive Plan Text Amendment		✔
Conditional Use		✔
Cure Plan		✔
Development Agreement		✔
Development of Regional Impact		✔
Engineering Roadway Plans	✔	
Land Development Code Text Amendment		✔
Master Development Plan (Amendment)		✔
Master Zoning Plan / (Amendment)		✔
Plat		✔
Plat Exemption[1]	✔	
Plat Waiver		✔
Rezoning		✔
Site Plan		✔
Site Plan (Amendment)[1]	✔	
Site Plan (Amendment) - Telecommunication[1]	✔	
Traffic Ways Amendment		✔
Temporary Use Permit[1]	✔	
Vacation of Easement		✔
Variance (except for homeowner)		✔

[1] pursuant to adopted procedures; in some cases these applications may be subject to Commission approval

108.3. Membership.

(a) The DRC shall be composed of representatives from the Planning and Building Divisions of the Community and Economic Development Department; the Construction and Facilities Management Department; the Fire-Rescue Department; the Parks and Recreation Department; the Police Department; the Public Works Department; the Utilities Department; and the Director of the Community and Economic Development Department. The City Manager shall approve the designation of each department's representatives, excepting the Director of the Community and Economic Development Department. The City Manager may appoint other staff members to the DRC, as non-member advisers to the DRC to assist the DRC in carrying out its duties and responsibilities. DRC members shall serve at the pleasure of the City Manager.

(b) The Community and Economic Development Director shall designate a staff member to serve as the chairperson and another individual to serve as vice-chairperson of the DRC to preside over its meetings. The Chair may request the participation, as adviser to the DRC and as a non-DRC Board member, of professional experts or legal counsel, as needed. The Chair may request the participation, as an adviser to the DRC and non-DRC Board member, of a representative from an adjacent municipality or from a county, regional or state agency, if it is determined that a proposed development would impact the adjacent municipality or county, or if the other agencies or professional experts can provide expertise concerning the proposed development.

108.4. Meetings and Procedures.

108.4.1. Time of regular and special meetings.

(a) Regular meetings of the DRC shall be held according to a schedule as established from time to time by the Chair. Special meetings may be called by the Chair when the need arises.

(b) In the event of a lack of business to be conducted or when it becomes apparent that there will be an inability to assemble a majority of regular DRC members, the Chair of the DRC or the City Manager, may cancel a DRC meeting. In the event that it becomes apparent that a majority of members present will not be obtained and that a DRC meeting is cancelled, any item scheduled for consideration or advertised for a public hearing shall be automatically continued until the next meeting. If the DRC meeting is not cancelled and the DRC is unable to obtain a majority, consideration of a matter scheduled for a hearing or discussion shall be automatically postponed, and the Chair of the DRC shall continue consideration of the item scheduled for hearing or discussion until the next scheduled or special meeting thereafter. In the case of delays caused by other reasons, the meeting should be rescheduled to the next established DRC meeting. The DRC secretary shall notify all members of the date of the continued meeting.

108.4.2. Records.

The DRC shall make their recommendations in writing. The Chair shall prepare written summaries which include the date, members present and the recommendations of the committee. The Community and Economic Development Department shall keep minutes of all DRC proceedings.

108.4.3. Public meetings.

All meetings of the Board and its committees shall be public meetings, open to the public, and noticed to the public. The applicant and their representatives may be invited by the Chair. The DRC shall have the power to develop rules of procedure, and in the absence of adopted rules, the DRC shall use Robert's Rules of Order, Newly Revised, most recent edition, as its rules of procedure.

Section 109 – Community Appearance Board.

109.1. Creation and Purpose.

There is hereby established a Community Appearance Board ("CAB") in order to review development proposals from both an aesthetic and a technical perspective, to ensure compliance with the City's established design standards, and to coordinate with the simultaneous DRC review of proposed site plans.

109.2. Powers and Duties.

The CAB shall conduct the review of and render recommendations on applications for the proposed development and redevelopment of all properties, including City properties, other than individual single-family homes and duplex units.

109.3. Membership.

The CAB shall consist of at least one consulting architect. During the initial CAB meeting for a development proposal, the consulting architect shall be accompanied by a registered landscape architect and a member of the City's planning staff, who shall serve as the Chair. The appointed design professionals shall be:

(1) a consulting architect, licensed and registered in the State of Florida, to provide expertise in architectural design and construction; and

(2) a landscape architect, registered in the State of Florida, to provide expertise in the proposed landscaping and site design.

Members of the CAB are appointed by and shall serve at the pleasure of the City Manager.

The Community and Economic Development Director shall designate a staff member to serve as the chairperson of the CAB to preside over its meetings, document the proceedings and shall report findings to the City Manager.

The City's cost recovery ordinance shall be used to cover the consultant review expenses as needed. The CAB may call on the Community and Economic Development Director or any other city staff as necessary to complete its review.

109.4. Meetings and Procedure.

109.4.1. Time of regular and special meetings.

Meetings of the CAB shall be held upon need, subsequent to the submittal and resubmittal of development proposals in-line with the timeline of the site plan review for these projects. Special meetings may be called by the Chair when the need arises. Additional Board rules of procedure may be established by the Community and Economic Development Department and the contracted CAB consultant architects, once they are appointed.

109.4.2. Records.

The CAB shall make their recommendations in writing and plan markups. The Chair shall prepare written summaries which include the date, members present and the recommendations of the Board. The Community and Economic Development Department shall keep minutes of all CAB proceedings.

EXHIBIT B

~~Chapter 1 - PURPOSE AND APPLICABILITY~~

~~Sec. 101. - Title.~~

~~This Code of the City of Miramar Land Development Regulations shall be entitled and may be referred to as the Land Development Code ("LDC" or "Code").~~

~~Sec. 102. - Authority and purpose.~~

~~This Land Development Code is enacted pursuant to the requirements and authority of Chapter 163, Part II, Fla. Stat. (the Local Government Comprehensive Planning and Land Development Regulation Act) and the general powers confirmed in Chapter 166, Fla. Stat. (Municipalities) and the Constitution of the State of Florida.~~

~~The purpose of this Land Development Code is to implement further the comprehensive plan of the city by establishing regulations, procedures and standards for review and approval of all development and use of land and water in the city in addition to and in more detail than those in the plan. Further, this Land Development Code is adopted in order to foster and preserve public health, safety, comfort and welfare, and to aid in the harmonious, orderly, and progressive development of the city. It is the intent of this Code that the development process in the City of Miramar be efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and the consideration of the interests of the citizens of the city.~~

~~Sec. 103. - Applicability.~~

~~103.1. General applicability. Unless otherwise permitted as an exception under section 103.2 or allowed to continue as a nonconforming use under Chapter 11, all existing, proposed and new development and uses of land in the City of Miramar shall conform strictly to the provisions of this Code. Except as expressly provided in this Code, no development and use of land shall be undertaken without prior approval and issuance of a development order pursuant to the provisions of this Land Development Code. The fact that a development order, permit or decision has been issued by an officer or employee with ostensible authority over the interpretation or enforcement of this Code shall not estop or otherwise prevent the city from strict enforcement of the provisions of this Code.~~

~~103.2. Exceptions.~~

~~103.2.1. The provisions of this Land Development Code and any amendments hereto shall not affect development which has been previously approved and is otherwise exempted in accordance with the provisions of this subsection, or the nonconformity section of the this Code.~~

~~103.2.2. The provisions of this Land Development Code shall not affect development for which a building permit has been issued on or before the effective date of this Land Development Code, provided that such building permit was lawfully issued and remains in full force and effect. Upon completion of such development, each development will be subject to the provisions of this Code.~~

~~103.2.3. Not withstanding anything to the contrary in this code, properties zoned "P" (planned unit development) prior to the adoption of this Code shall be permitted to complete development of the portion(s) of the project having a valid and current conceptual development plan that includes specific land development standards adopted by the city commission. If no such conceptual~~

~~development plan exists, or such plan has expired, such development shall conform to the provisions of this Code. Modifications to approved conceptual or master development plans shall be approved in accordance with section 103.3.3 of this Code.~~

~~(Ord. No. 98-15, § 2, 1-21-98)~~

~~103.3. Vested rights.~~

~~103.3.1. Vested rights determination. Any property owner that claims vested rights with respect to changes in city laws and regulations may seek a vested rights determination and hearing as provided by the Code of Ordinances.~~

~~103.3.2. Development orders vested from Temporary Ordinance No. 1045. The following projects shall be deemed vested from the application of Temporary Ordinance No. 1045 and shall be permitted to complete development according to the terms of the applicable development orders, notwithstanding any term, provision or requirement of Temporary Ordinance No. 1045 to the contrary:~~

~~(a) Projects having both master zoning plan and plat approvals prior to December 1, 1997; or~~

~~(b) Projects with full subdivision plat approval prior to December 1, 1997.~~

~~103.3.3. Modifications to vested development orders. Any development order determined to be valid and vested pursuant to any provision of this Land Development Code or pursuant to any vested rights procedure pursuant to the Code of Ordinances may be modified and approved by one of the following procedures based on the criteria stated herein: Administrative approval by the community development department director, or final site plan approval by the city commission pursuant to section 511.~~

~~Modifications shall not be permitted which would permit a use not otherwise permitted within a zoning district, permit a conditional use as permitted use, or violate the provisions of Chapter 11, "nonconforming uses and structures."~~

~~Any change to a vested development order which would normally require the granting of a variance prior to receiving final site plan approval shall be processed to the city commission for review pursuant to section 506.~~

~~The commission at its discretion shall determine the extent to which the site must comply with the development standards in effect at the time the variance would be granted.~~

~~(a) Modifications to vested development orders requiring administrative approval. Notwithstanding anything to the contrary in the Land Development Code, the following changes shall be approved administratively by the community development director after review by the development review committee. These developments may proceed according to the development standards in effect at the time the vested rights were established.~~

~~(1) Any increase in the average and/or minimum lot size of a zoning pod within an approved residential zoning parcel.~~

~~(2) Any decrease in the number of dwelling units in a zoning parcel.~~

~~(3) Any site plan exemption listed in section 511.2, "Exemption development."~~

~~(4) Any site plan exception listed in section 511.2.1, "Exceptions," sections "a" through "e" only.~~

~~(5) Minor amendments and alterations to approved conditional uses pursuant to section 503.8.2~~

~~(6) Changes to utilities, rights-of-way, bicycle and pedestrian paths, water bodies, open space areas, landscaped areas, signs and amenities.~~

~~Any change set forth in this subsection that is also identified in section 103.3.3(b) shall be governed by that later provision.~~

~~(b) Modifications to vested development orders requiring final site plan approval. The following changes shall be required to obtain final site plan approval pursuant to the Land Development Code section 511. The proposed changes shall be required to comply with the development standards in effect at the time the project will receive final site plan approval by the city commission. The unbuilt portions of the applicable zoning parcel/pod sought to be modified shall be required to comply in its entirety with the aforementioned development standards; however, the changes shall not be applied to other specifically delineated pods/parcels within a master planned development and/or plat which are not being modified.~~

~~(1) Any change in zoning district.~~

~~(2) Any increase in the number of dwelling units within a zoning parcel.~~

~~(3) Any decrease in the setbacks of proposed structures.~~

~~(4) Any decrease in the landscape area or open space area within a zoning parcel.~~

~~(5) Any increase in the height of a structure.~~

~~(6) Any decrease in the number of parking spaces.~~

~~(7) Any change to a vested development order which materially affects the development of the entire unbuilt portion of a zoning pod/parcel.~~

~~(Ord. 98-14, § 3, 1-21-98)~~

~~Sec. 104. - Official zoning map.~~

~~The City of Miramar is divided into zones or districts, as shown on the official zoning map and described in this Code. The zoning map, together with all explanatory matter thereon, shall be considered a part of this code. The zoning map is the official record of zoning status of areas within the city. A copy shall be maintained in the community development department.~~

~~104.1. Amendments to the zoning map. Amendments to the official zoning map shall be made in accordance with the procedures and standards of this Code.~~

~~104.2. Recording amendments to the zoning map. Within a reasonable period of time after any amendment to the zoning map, the change shall be posted on the zoning map.~~

~~Chapter 3 - REVIEW AGENCIES~~

~~Sec. 301. - City commission.~~

~~301.1. Powers and duties. In addition to any authority granted to the city commission by state law, the Charter of the City of Miramar, or the Code of Ordinances of the City of Miramar, the city commission shall have the powers and duties listed herein in regard to this Land Development Code. The city commission's authority shall include but not be limited to approval, approval with conditions or modifications or denial:~~

~~(a) To take such action deemed desirable and necessary to implement the provisions of this Code and the Comprehensive Plan;~~

~~(b) To adopt and amend the official zoning map in accordance with the procedures outlined herein.~~

~~(c) To adopt amendments to the text of the Land Development Code.~~

~~(d) To review applications for conditional uses.~~

~~(e) To review applications for certain temporary uses.~~

~~(f) To review variances from the development standards of this Code, except for variances from minimum yard requirements in accordance with the procedures of this Code.~~

~~(g) To hear and determine appeals from levels of service compliance in accordance with the procedures of this Code.~~

~~(h) To review final plats prior to recording in accordance with the procedures of this Code.~~

~~(i) To hear and decide appeals when it is alleged that there is an error in any order, requirement, decision, determination made by any administrative official and the DRC acting pursuant to this Land Development Code, except where state or city regulations or this Code specifically provide otherwise.~~

~~(j) To review and approve applications for lake excavation and resource extraction, as provided for in this Code;~~

~~(k) To review applications for development approval for developments of regional impact (DRI) and to issue development orders;~~

~~(l) To enter into development agreements.~~

~~(m) To review applications for special exceptions.~~

~~(n) To review plat waivers.~~

~~(o) To review and approve site plans as provided for in section 511, unless exempt under section 511.2, "Exempt Development" and 511.2.1, "Exceptions."~~

~~(Ord. 97-11, § 1, 11-20-97)~~

~~Sec. 302. - Planning and zoning board.~~

~~302.1. Creation. The existing advisory planning and zoning board is hereby reconstituted as the planning and zoning board.~~

~~302.2. Powers and duties. The planning and zoning board shall have the powers and duties listed herein in regard to this Land Development Code. The planning and zoning board shall act as an advisory board to the city commission on the following matters, except for variances from minimum yard requirements in which case the board shall have final authority.~~

~~(a) To act as the local planning agency under section F.S. § 163.3174.~~

~~(b) To review and make recommendations to the city administration and city commission in regard to adoption and amendment of the official zoning map.~~

~~(c) To review and make recommendations to the city commission on the applications for conditional uses.~~

~~(d) To review and approve variances from the yard requirements. The planning and zoning board's authority shall include but not be limited to approval, approval with conditions or modifications, or denial.~~

~~(e) To review and make recommendations to the city commission regarding applications for lake excavation and resource extraction.~~

~~(f) To make recommendations to the city administration and city commission regarding revisions to the Land Development Code.~~

~~(g) To review and make recommendations to the city commission on any other matter referred to it by the city commission.~~

~~302.3. Membership. The planning and zoning board shall be composed of seven members appointed by the city commission plus one nonvoting member appointed by the Broward County School Board. The procedure to appoint non-school board members, qualifications for membership, terms of office, filling of vacancies, attendance, and provisions for legal counsel shall be as provided for in the City Code. The school board shall determine the qualifications for membership, term of office, method for the filling of a vacancy, and attendance requirements for its appointed member.~~

~~302.4. Officers. The planning and zoning board shall annually elect a chairman and vice-chairman from among its members and may create and fill such other offices as necessary. Terms of all offices shall be for one year, with eligibility for re-election.~~

~~302.5. Meetings, hearings and procedures.~~

~~302.5.1. Quorum. Except as provided in this section, no meeting of the planning and zoning board shall be called to order, nor shall any business be transacted by the planning and zoning board, without a quorum consisting of at least four members of the board being present. The chairman shall be considered and counted as a member. When there is no quorum, those members of the board who are present may convene for the purposes of continuing a public hearing, holding a workshop or scheduling a special meeting.~~

~~302.5.2. Time of regular and special meetings. Regular meetings of the planning and zoning board shall be held no less often than once every month. Special meetings may be called by the chairman of the planning and zoning board, a majority of the members of the planning and zoning board, a majority of the city commission, or the city manager. If consideration of a matter is postponed due to lack of a quorum, the chairman of the planning and zoning board shall continue the meeting to the next scheduled or special meeting thereafter. In the case of delays caused by other reasons, the meeting should be rescheduled to the next planning and zoning board meeting. The city clerk shall notify all members of the date of the continued meeting.~~

~~302.5.3. Public meetings. All meetings of the planning and zoning board and its committees shall be public meetings and all records of such meetings shall be public records.~~

~~302.5.4. Vote. No action of the planning and zoning board shall be valid unless authorized by a majority vote of the membership present. However, the school board appointed member shall have no vote and shall not be counted in determining the required majority.~~

~~302.5.5. Records. The city administration shall keep minutes of all planning and zoning board proceedings, showing evidence presented, the names of all witnesses giving testimony, findings of fact by the board and the vote of each member upon each question, or if absent and failing to vote, such fact. All such records shall be public records, available for copying and inspection during normal business hours.~~

~~(Ord. No. 04-10, § 2, 3-17-04)~~

~~Sec. 303. - Development review committee.~~

~~303.1. Creation and purpose. There is hereby established a development review committee (DRC) in order to facilitate communication between departments responsible for development review.~~

~~303.2. Powers and duties. The development review committee shall:~~

~~(a) Review and render recommendations on applications for development conditional uses, special exceptions, level of service compliance, plats, development agreements and site plans.~~

~~(b) Act as the land development regulation commission pursuant to F.S. § 163.3164 et seq., so as to develop and recommend to the city commission land development regulations, or amendments thereto.~~

~~303.3. Membership. The development review committee shall be composed of representatives of the city's community development department, public works/utilities department, police department, fire department, and parks and recreation department. The city manager shall approve the designation of each department's representatives. The city manager may appoint other staff members to the DRC as necessary to carry out its duties and responsibilities.~~

~~The community development director shall serve as the chairman of the DRC to preside over its meetings, document the proceedings and shall have the duty to promulgate and propose to the city manager, on an as needed basis, procedural regulations to implement this section. The chairman may request the participation of professional experts and a representative from an adjacent municipality or from a county, regional or state agency if it is determined that a proposed development would impact the adjacent municipality or if the other agencies and/or professional experts can provide expertise concerning the proposed development.~~

~~303.4. Meetings, procedure.~~

~~303.4.1. Regular meetings of the development review committee shall be held according to a schedule as established from time to time by the chairman.~~

~~303.4.2. The chairman shall prepare written summaries which include the date, members present and the recommendations of the committee.~~

~~303.4.3. The applicant and their representatives may be invited by the chairman.~~

~~303.4.4. The development review committee shall make their recommendations in writing.~~

18.
PUBLIC HEARING
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: November 23, 2015

Second Reading Date: January 27, 2016

Presenter's Name and Title: Michael Alpert, Principal Planner, on behalf of Community and Economic Development Department.

Temp Ord Number: 1630

Item Description: (Second Reading) Temp. Ord. No. 1630, AMENDING THE LAND DEVELOPMENT CODE; MAKING FINDINGS; AMENDING CHAPTER 5, "DEVELOPMENT REVIEW PROCEDURES"; REVISING SECTION 505 RELATING TO "TEMPORARY USES AND STRUCTURES"; AMENDING SECTION 508.14 RELATING TO CERTIFICATES OF LEVEL OF SERVICE COMPLIANCE FOR PARKS AND RECREATIONAL AREAS; AMENDING CHAPTER 7 "USE REGULATIONS"; REVISING SECTION 705 RELATING TO "COMMERCIAL ZONING DISTRICTS" REQUIREMENTS AND SECTION 706 "INDUSTRIAL ZONING DISTRICTS" REQUIREMENTS; REVISING GRAMMAR AND INSERTING CATCHLINES; REVISING USES, STANDARDS, AND REQUIREMENTS; REVISING SECTION 713 RELATING TO "SPECIFIC USE REGULATIONS"; REPEALING SECTION 713.6 RELATING TO CHILD CARE CENTERS AND SECTION 713.14 RELATING TO RESTAURANTS; REVISING SECTION 713.19 RELATING TO FUEL SERVICE STATIONS WITH MINI-MARKETS/CONVENIENCE STORES; PROVIDING ACCESSORY USE STANDARDS; AMENDING SECTION 713.21 PLACES OF ASSEMBLY AND 713.22 PAIN MANAGEMENT CLINICS, REVISING GRAMMAR; AMENDING SECTION 715 RELATING TO TRANSIT ORIENTED CORRIDOR DISTRICTS; AMENDING DEVELOPMENT INCENTIVES; AMENDING SECTION 715.3.3 RELATING TO LANDSCAPE STANDARDS; PROVIDING NEW STANDARDS FOR TREE PLANTERS, PLANTING STRIPS, MEDIAN TREES, AND STREET TREES; REVISING SECTION 713.3.7 RELATING TO DEVELOPMENT STANDARDS IN SPECIAL DISTRICT 3 (COMMUNITY FACILITIES); REVISING GRAPHICS AND TABLES DISPLAYED IN SECTION 715.4.0 IN THE TRANSIT ORIENTED CORRIDOR DISTRICT; AMENDING SECTION 809.9 RELATING TO GAZEBOS AND PERGOLAS; AMENDING SECTION 809.13 RELATING TO UTILITY SHEDS; REVISING SECTION 809.17 REGULATIONS AND INCLUDING REGULATION OF PATIOS ON FEE-SIMPLE MULTI-FAMILY LOTS; AMENDING SECTION 809.18 TO INCLUDE REGULATION OF WALKWAYS ON MULTI-FAMILY LOTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INTENT; INCLUSION IN THE CODE; PROVIDING FOR INTERPRETATION.(Principal Planner Michael Alpert)

Consent ☐ Resolution ☐ Ordinance ☒ Quasi-Judicial☐ Public Hearing ☒

Summary Explanation and Background: The City is in the process of updating the entire Land Development Code ("LDC"), beginning with the new Chapter 1; however, there are certain regulations that staff is recommending to move forward at this time, to assist in the City's redevelopment and economic development initiatives. This Ordinance proposes to amend portions of Chapter 5 Development Review Procedures, Chapter 7 Use Regulations, and Chapter 8 Development Standards of General Applicability in order to clarify and streamline certain regulations and uses permitted within the Transit Oriented Corridor District ("TOCD") (LDC Section 715); B-1, B-2 and B-3 (Neighborhood, Community, and Heavy Business) commercial districts (LDC Section 705); and the Planned Industrial District ("PID") (LDC Section 706), as well as certain Specific Use Regulations of Section 713, Temporary Uses in Section 505, and Accessory Uses in Section 809.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by the Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on 11/12/15, in a legal display ad in the Sun-Sentinel; by the posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Ordinance TO 1630**
- **Attachment(s)**
  - **Attachment 1: Hotel Code Requirements**
  - **Attachment 2: Recent Hotel Construction**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Community & Economic Development Director

DATE: December 23, 2015

RE: SECOND READING of Temp. Ord. No. 1630, amending the Land Development Code to clarify and streamline use regulations in the Transit Oriented Corridor District; B-1, B-2 and B-3, Neighborhood, Community and Heavy Business commercial districts; and the Planned Industrial District ("PID"), and certain Specific, Temporary and Accessory Uses.

RECOMMENDATION: The City Manager finds that this amendment satisfies the criteria of Land Development Code ("LDC") Section 507.8 for amending the Code, and therefore recommends approval of Temp. Ord. No. 1630. Staff finds that this amendment satisfies the criteria of Land Development Code ("LDC") Section 507.8 for amending the Code and therefore recommends approval. The Director of Community and Economic Development finds this ordinance to be consistent with the Comprehensive Plan because it is in keeping with the primary goal of the Future Land Use Element to "maintain a long-range future land use pattern which promotes the orderly and well-managed growth and development of the community, producing quality neighborhoods, enhancing the city's aesthetic appeal, conserving the natural environment and open space, supporting a vibrant economic tax base, and minimizing risks to the public's health, safety and welfare." The Planning and Zoning Board ("Board") recommended approval of this ordinance on November 17, 2015, with a finding that the ordinance is consistent with the Comprehensive Plan.

At the First Reading of this ordinance on November 23, 2015, the City Commission requested that the proposed hotel regulations be further amended to provide incentives that would encourage potential hotel developers to propose conference hotels without requiring them to do so, as the code currently mandates. In 2007, the City Commission adopted Ordinance 07-15 that required hotels to provide certain amenities, such as providing conference/meeting space that would seat at least 350 people at tables, a minimum of 250 sleeping rooms, a full-service restaurant offering breakfast, lunch and dinner, as well as other

requirements. The five existing hotels in Miramar, however, do not meet these requirements. Since that time, there has been considerable interest in developing several sites from the hotel development community, but only for limited-service hotels that would not meet these requirements, and all of these proposals would have needed variances from the current code requirements to be approved. Several local industry representatives and real estate brokers have indicated that the market does not warrant construction of a conference hotel. Staff conducted a study of the development codes of other municipalities within Broward, Miami-Dade and Palm Beach Counties and has found that, with the exception of the City of Sunrise, other cities are not as stringent with respect to the hotel regulations (see Attachment 1). Also, research was conducted on the types of hotels constructed county-wide since 2010, which found that only one hotel was constructed with significant conference room capacity, while a few others had a limited amount of meeting space. Most of the hotels were limited-service hotels, designed largely for business travelers, and most of them were built within the eastern portion of Broward County (see Attachment 2).

Staff has proposed amendments for consideration at Second Reading that would encourage hotel developers to consider building conference hotels. Development incentives with respect to reduced setbacks, perimeter landscape bufferyards, and building foundation plantings (i.e., pedestrian landscape zones) and an additional floor of height in the event that it is needed, would all allow for more buildable area on the site, thereby encouraging hotel developments with more capacity of meeting space, food service and guest rooms. The amended language can be found in Section 705.3.1 (t) 7 (D) of the attached ordinance.

ISSUE: This ordinance proposes to amend Sections 505, 508, 705, 706, 713, 715 and 809 of the City's LDC to clarify and streamline certain use regulations among the uses permitted in the Transit Oriented Corridor District ("TOCD"); B-1, B-2 and B-3 Neighborhood, Community, and Heavy Business (commercial) districts; and the PID, as well as other Specific Use Regulations and certain Temporary and Accessory Uses.

BACKGROUND: Staff is currently working on an update of the entire Land Development Code; however, due to a marked increase in development activity and heightened interest for development and redevelopment opportunities throughout the City, particularly within the City's main redevelopment area, the Transit Oriented Corridor District ("TOCD"), Staff has determined that certain regulations would be more appropriate for earlier adoption in order to further streamline the process for targeted industries and initiatives and in assisting homeowners and small businesses.

This Ordinance specifically addresses and clarifies certain regulatory parameters and discrepancies and streamlines certain procedures for potential TOCD redevelopment, as well as for certain types of businesses permitted within the commercial and industrial districts. Further amendments to these sections shall be made in the near future as part of proposed Chapters 3, 4 and 5 (*Processes, Functions* and *Standards*, respectively) in a more comprehensive review and update of these chapters.

The Commission shall consider whether this ordinance is consistent with the Comprehensive Plan, particularly with the primary goal of the Future Land Use Element stated above, as well as Objective 2 and several related Policies:

Objective 2: "By 2012, complete the full revision of the Land Development Code which will ensure the protection of natural resources, discourage urban sprawl, promote "Smart Growth" and energy efficient development and land use patterns which account for existing and future electrical power generation and transmission systems in an effort to reduce greenhouse gases, encourage the use of innovative land development techniques, promote community aesthetics, ensure the availability of the infrastructure needed to support development, and comply with the Broward County Land Use Plan."

Policy 2.9: "Development within the City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources."

Policy 2.10: "The City will encourage and implement to the maximum extent feasible for those (re)development projects within the City that use compact building design principles which preserve more open space, contain mixed use, support multi-modal transportation options, make public transportation viable, reduce infrastructure costs and take advantage of recycled building materials."

Temp. Ord. No. 1630
09/16/15
11/12/15
01/07/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; MAKING FINDINGS; AMENDING CHAPTER 5, "DEVELOPMENT REVIEW PROCEDURES"; REVISING SECTION 505 RELATING TO "TEMPORARY USES AND STRUCTURES"; AMENDING SECTION 508.14 RELATING TO CERTIFICATES OF LEVEL OF SERVICE COMPLIANCE FOR PARKS AND RECREATIONAL AREAS; AMENDING CHAPTER 7 "USE REGULATIONS"; REVISING SECTION 705 RELATING TO "COMMERCIAL ZONING DISTRICTS" REQUIREMENTS AND SECTION 706 "INDUSTRIAL ZONING DISTRICTS" REQUIREMENTS; REVISING GRAMMAR AND INSERTING CATCHLINES; REVISING USES, STANDARDS, AND REQUIREMENTS; REVISING SECTION 713 RELATING TO "SPECIFIC USE REGULATIONS"; REPEALING SECTION 713.6 RELATING TO CHILD CARE CENTERS AND SECTION 713.14 RELATING TO RESTAURANTS; REVISING SECTION 713.19 RELATING TO FUEL SERVICE STATIONS WITH MINI-MARKETS/CONVENIENCE STORES; PROVIDING ACCESSORY USE STANDARDS; AMENDING SECTION 713.21 PLACES OF ASSEMBLY AND 713.22 PAIN MANAGEMENT CLINICS, REVISING GRAMMAR; AMENDING SECTION 715 RELATING TO TRANSIT ORIENTED CORRIDOR DISTRICTS; AMENDING DEVELOPMENT INCENTIVES; AMENDING SECTION 715.3.3 RELATING TO LANDSCAPE STANDARDS; PROVIDING NEW STANDARDS FOR TREE PLANTERS, PLANTING STRIPS, MEDIAN TREES, AND STREET TREES; REVISING SECTION 713.3.7 RELATING TO DEVELOPMENT STANDARDS IN SPECIAL DISTRICT 3 (COMMUNITY FACILITIES); REVISING GRAPHICS AND TABLES DISPLAYED IN SECTION 715.4.0 IN THE TRANSIT ORIENTED CORRIDOR DISTRICT; AMENDING SECTION 809.9 RELATING TO GAZEBOS AND PERGOLAS; AMENDING SECTION 809.13 RELATING TO UTILITY SHEDS; REVISING SECTION 809.17 REGULATIONS AND INCLUDING REGULATION OF PATIOS ON FEE-SIMPLE MULTI-FAMILY LOTS; AMENDING SECTION 809.18 TO INCLUDE REGULATION OF WALKWAYS ON MULTI-FAMILY LOTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INTENT; INCLUSION IN THE CODE; PROVIDING FOR INTERPRETATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Ord. No. _____

WHEREAS, the City is working on an update of the entire Land Development Code ("LDC") in order to enhance usability, incorporate best practices and modernize the City's LDC; however, due to a marked increase in development activity and heightened interest for development and redevelopment opportunities, particularly within the City's main redevelopment area, the Transit Oriented Corridor District ("TOCD"), certain regulations are more appropriate for earlier adoption; and

WHEREAS, in an effort to streamline the process for targeted industries and initiatives and assist homeowners and small businesses, the City desires to update and clarify certain regulations and requirements for certain permitted uses within the commercial, industrial, and TOCD zoning districts, as well as certain specific use, temporary use and accessory use regulations; and

WHEREAS, the City Manager recommends amending LDC Chapter 5 "Development Review Procedures", specifically Section 505 "Temporary Uses", and Section 508 "Certificates of Level of Service Compliance"; Chapter 7 "Use Regulations", specifically Section 705 "Commercial Districts", Section 706 "Industrial Districts", Section 713 "Specific Use Regulations", Section 715 "Transit Oriented Corridor District Code", and Chapter 8, "Development Standards of General Applicability", specifically Section 809 "Accessory Uses", as shown herein, to update and clarify certain regulatory requirements and procedures; and

WHEREAS, the City Commission deems it to be in the interest of the citizens and residents of the City of Miramar to amend Chapter 5 "Development Review Procedures", specifically Section 505 "Temporary Uses", and Section 508 "Certificates of Level of Service Compliance"; Chapter 7 "Use Regulations", specifically Section 705 "Commercial Districts", Section 706 "Industrial Districts", Section 713 "Specific Use Regulations", Section 715 "Transit Oriented Corridor District Code", and Chapter 8, "Development Standards of General Applicability", specifically Section 809 "Accessory Uses", as shown herein, to streamline the process for targeted industries and initiatives and assist homeowners and small businesses; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has found this Ordinance to be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2: That section 505 of the Land Development Code of the City Code of the City of Miramar, Florida, is hereby amended to read as follows*****:

Sec. 505. - Temporary Uses ~~uses~~ and Structures ~~structures~~.

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

505.1. Permit required ~~required.~~: ~~No~~ All temporary uses and/or structures which ~~is~~ are not otherwise treated by this Code as a permitted use or conditional use in a particular zoning district and which ~~is~~ are not otherwise prohibited under the terms of this Code shall be conducted or erected after obtaining ~~without~~ a temporary use ~~or temporary structure~~ permit. This section shall not override, and shall not substitute for, any other section of this Code which requires another type of permit, certificate, or approval.

505.2. *Review and approval:* ~~Review and approval.~~ An application for temporary use shall be submitted and reviewed in conformance with the procedures ~~of general applicability,~~ contained in this Code. Notice and public hearing requirements shall not apply to temporary use or temporary structure permits. The payment of an application fee, established by the ~~city commission~~ City Commission, shall be included with the application for a ~~temporary use permit~~ Temporary Use Permit ("TUP"). All tax-exempt organizations who qualify under Section 501 of the Internal Revenue Code are exempt from payment of the fee. TUP applications ~~Applications for temporary use or structure permits~~ shall be reviewed and approved by the City Manager ~~city manager~~ or his or her designee, or by the City Commission ~~city commission~~, as designated, who may impose reasonable conditions upon the TUP ~~temporary use or structure permits~~.

505.2.1. *Administrative/DRC approval:* The establishment of the following uses shall require a ~~temporary use or structure permit~~ TUP issued by the ~~city manager~~ City Manager or his or her designee.

(a) Construction office trailers, materials storage, processing and fabrication, and equipment storage for a development project with final site plan approval.

~~(b) Construction materials storage, processing and fabrication for a development project with final site plan approval~~

~~(c) Construction equipment storage for a development project with final site plan approval~~

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

(b) ~~(d)~~ Temporary sales offices and model homes established for the express purpose of marketing a real estate development project with ~~the~~ final site plan and Broward County Plat approval. Such TUPs shall first be subject to DRC review and approval. The model homes and sales offices shall be located on contiguous parcels or lots and limited to the property which is being marketed for sales. ~~Temporary sales offices may also be located on contiguous parcels upon approval as noted herein. Prior to issuance of a temporary use permit for offices and model homes, a plat for the project must be approved by Broward County.~~

(c)~~(e)~~ Seasonal sales lots offering products such as Christmas trees ~~trees,~~ or pumpkins, ~~flowers and the like~~ or flowers; provided, however, no ~~temporary permit~~ TUP shall be issued for sales within public rights-of-way, and fireworks sales shall be subject to Fire-Rescue Department ~~fire department~~ approval.

(d) ~~(f)~~ Sidewalk or parking lot sales by ~~city licensed~~ businesses having a city-issued Business Tax Receipt, with all such activities located within the property of those businesses and not in the right-of-way.

(e) Food truck sales by properly licensed and inspected businesses as part of a special event in conjunction with a business having a city-issued Business Tax Receipt on the same property.

(f) Farmers' markets.

(g) Outdoor events held on non-city owned properties, which are anticipated to have at least 50 and less than 1,000 attendees at any given time, other than private social events held completely within a residentially zoned property. Outdoor events held on non-city owned properties, which are anticipated to have at least 1,000 attendees at any given time, shall be permitted in accordance with Section 505.2.2.

(h) Community garage sales.

505.2.2. *City Commission approval:* Applications for the following types of ~~temporary use or structure permits~~ TUPs shall be transmitted to the ~~city manager~~ City Manager, who shall schedule the application for review by the ~~city commission~~ City Commission. The ~~commission~~ Commission may approve the application by resolution and may impose reasonable conditions as necessary to ensure public safety and welfare ~~upon the temporary use or structure permits~~:

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

(a) Carnivals, fairs, circuses, and other outdoor events held on non-city owned properties which anticipate having over 1,000 attendees at any given time.

(b) Fireworks displays and shows.

(c) Open burning permits.

~~(d) [Reserved.]~~

(d) ~~(e)~~ Other temporary uses or structures which in the opinion of the ~~city manager~~ City Manager may require ~~city commission~~ City Commission review.

505.3. *Maximum time limit:* ~~Maximum time limit.~~ A maximum time limit shall be established for all ~~temporary uses~~ TUPs based on the minimum amount of time needed to conduct the permitted activity. ~~Temporary uses and structures~~ TUPs related to real estate development projects shall not be maintained longer than the time necessary to complete the construction of the project (issuance of the final certificate of occupancy). Temporary signs shall be limited to the duration provided for in this Code and shall be submitted for review and approval with the Temporary Use Permit application.

505.4. *Revocation of permits:* ~~Revocation of permits.~~ Any temporary use or structure which becomes a nuisance, violates the conditions of the permit, endangers the public health or safety or is in violation of this Code shall be immediately subject to revocation ~~revoked~~ by the City Manager ~~city manager~~. ~~Any temporary use or structure which endangers the public health or safety shall be revoked immediately by the city manager~~.

505.5. *Exemptions:* ~~Exemptions.~~ A ~~a~~ TUP will not be required when such use or structure is part of a construction project by or for the city; however a building permit shall be required.

~~505.5.1. No permit for temporary use or structure will be required when such use or structure is part of a construction project by or for the city.~~

505.6. *General criteria and limitations:* ~~General criteria and limitations for temporary use permits.~~

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

505.6.1. The temporary use must be compatible with the surrounding land ~~lands~~ uses; however, ~~no temporary use permits~~ TUPs shall not be issued in developed single-family residential areas, except for Community Garage Sales.

505.6.2. *Parking:* A parking problem must not be created. If off-site parking is to be utilized, permission must be in writing from the subject property owner ~~of said property. Said owner~~ who must demonstrate that the parking requirement of the temporary use does not cause the loss of legally required parking spaces for the ~~his/her~~ site.

505.6.3. *Amount of TUPs:* An applicant may not receive a TUP ~~temporary use permit~~ on the same property more than ~~three times within a calendar year~~ once per thirty (30) day time period, unless approved by the ~~city manager~~ City Manager or his or her designee and after finding that the TUP will not endanger public safety or health and will not cause a nuisance to adjacent properties.

Section 3: That section 508.14 of the Land Development Code of the City Code of the City of Miramar, Florida, is hereby amended to read as follows*****:

508.14. Parks and recreational areas. The owner of land who has applied for approvals for residential development pursuant to the applicable land development regulations shall be required to provide for the park, open space, and recreational needs of the future residents of the developed areas. Parks and recreational areas shall be available at the rate of four acres of park land per 1,000 residents, concurrent with demand.

The LOS certificate shall certify compliance with specifications and standards adopted by the City of Miramar, and the adequacy of park land dedication and/or park land funds to meet the obligations of the proposed development. No development shall be approved unless it is determined that adequate park land area is available or will be available prior to the granting of a certificate of occupancy. The Parks and Recreation Director ~~community services administrator~~ shall be responsible for determining parks and recreation capacity.

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Developers of residential property or residential units within a mixed-use category located within the Transit Oriented Corridor District shall be exempt from the procedures of Sections 508.14.1 and 508.14.2 below for Land Dedication or entering into a Park Agreement with the City but shall instead pay the established Community Parks Land Dedication Fee, prior to the issuance of a building permit.

Section 4: That section 705 of the Land Development Code of the City Code of the City of Miramar, Florida, is hereby amended to read as follows*****:

Sec. 705. - Commercial Zoning Districts. ~~Sec. 705. - Commercial zoning districts.~~

705.1. *Purpose:* ~~Purpose.~~ These commercial districts are intended to provide for commercial development in conformance with the comprehensive plan and allow for a variety of zoning districts to accommodate the city's business and commerce needs. The uses within these districts shall be consistent with, but may be more restrictive than, the commercial land use plan category permitted uses. These zoning districts may be applied to land designated Commercial ~~commercial~~ or Regional Activity Center ~~regional activity center~~ on the city's land use plan map or to land which qualifies for small scale commercial pursuant to the land use plan's commercial flexibility rules.

705.2. *Neighborhood Business (B1) district:* ~~Neighborhood business (B1) district.~~ This district is intended to provide primarily for retail sales and services to a surrounding neighborhood. Retail stores permitted therein are intended to include primarily convenience goods which are usually a daily necessity for a residential neighborhood. The district is appropriate for location on a collector or an arterial roadway.

705.2.1. *Permitted uses:* ~~Uses permitted.~~ No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or in part for other than one or more of the following specific uses; provided, that the requirements set forth elsewhere in this section are satisfied:

(a) Grocery stores and drugstores as defined in Section 201, with each store limited to 20,000 square feet of total floor area. ~~Pharmacies, as defined in Section 201, shall be approved by conditional use and shall be subject to the requirements of Section 713.22.~~

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(b) Stores for sale of new merchandise, directly to the ultimate consumer only, with each use limited to 10,000 square feet of total floor area per establishment and limited to the following: ~~C~~convenience, hardware, bakery, dairy, meat market, dressed poultry shop, bookstore, newsstand, florist, gift/card shop, sundries, notions, tobacco products, clothes, jewelry, arts and crafts, camera shops, small electronics and picture framing shop.

(c) Convenience stores shall be subject to the following conditions:

1. The minimum lot area shall be 20,000 square feet.
2. The minimum frontage on a street shall be 150 feet.
3. The minimum setback of any building from all street lot lines shall be ~~65~~ 25 feet and 30 feet in the rear.
4. Convenience stores within 200 feet of properties in residential, community facility or recreation open space zoning districts, shall protect those properties from headlight glare, undesirable noise and views by the following:

   a. A decorative masonry wall, of uniform appearance ~~six~~ eight feet in height, above finished grade, except along street frontages abutting a right-of way with a width of 80 feet or greater.

   b. A five-foot wide landscape area which shall be outside the wall and consist of a two-foot high continuous hedge at the time of planting and maintained at a height of at least four feet.

   c. Such masonry wall and landscaping shall be maintained in good condition at all times, This masonry wall and landscaping may be interrupted by normal entrances or exits, and shall have no signs hung or attached thereto other than those permitted pursuant to the Code.

(d) Personal services with each use limited to 2,500 square feet of total floor area per establishment and limited to the following: dry cleaning (not conducted on premises) travel agency, barbershop, beauty shop, shoe repair, video rental, postal facilities, consumer electronic repair and small appliance repair, tailoring and alterations, photographic film pickup, Laundromat open not earlier than 7:00 a.m. and close not later than 11:00 p.m., dry cleaning establishment for direct service to customers, and restaurant without drive-through facilities.

(e) Print shop limited to 2,500 square feet of gross area per establishment and subject to the following limitations:

a. The plate size shall be limited to 30 by 42 inches.

b. The equipment shall be limited to photocopy, diazo process or similar type print machines, facsimile and offset duplicator machines.

(f) Offices such as the following, limited to 20,000 square feet per establishment: professional, business offices, medical or dental offices or clinics~~, provided that a pain management clinic, as defined in Section 201, shall be approved as a conditional use and shall be subject to Section 713.22~~.

(g) Banks and financial institutions~~, including drive-through facilities~~, limited to 20,000 square feet per establishment.

(h) Indoor commercial recreation uses limited to martial arts, dance and exercise studios. There shall be a maximum of 2,500 square feet of total floor area per establishment ~~and no more than one per commercial center~~.

(i) Nursery school or child care or day care center subject to the following standards:

(1) ~~a.~~Building shall be located at least 30 feet from any ~~R~~ residentially-zoned property ~~lands~~.

(2) ~~b.~~At least one completely fenced and secure play lot shall be established, maintained and used for children at play. All outdoor play areas shall be landscaped, grassed, mulched or covered by an artificial rubberized surface, and shall not be paved. The fence shall ~~be~~ not be less than five feet in height. Fencing must be picket or chain-link with coating and without vinyl slats at a minimum.

(3) ~~c.~~Play lots located closer than 50 feet to the plot line shall be screened by an opaque fence or wall or ~~compact evergreen~~ hedge not less than five feet in height and shall be protected by bollards as well as fencing.

(4) Indoor usable play space shall be at least 35 square feet per child.

(5) Outdoor play space shall be at least 45 square feet per child.

(j) Institutions such as libraries, and museums ~~and similar facilities~~.

(k) Accessory uses and structures, including electric car charging stations and rooftop photovoltaic systems subject to Section 809.20.

(l) Places of public assembly.

(m) Community gardens encompassing less than 10% of building lot coverage and farmers' markets

(n) The following may be permitted as a Conditional Use only:

- (1) Pharmacies, as defined in Section 201, subject to the requirements of Section 713.22.
- (2) Pain management clinics, as defined in Section 201, subject to Section 713.22.
- (3) Banks and financial institutions with a drive-thru.

705.2.2. *Prohibited uses:* ~~Uses prohibited.~~ The permitted uses enumerated in this district shall not be construed to include, either as a principal or accessory use, any of the following:

(a) Any use not specifically permitted.

~~(b) [Reserved.]~~

(b) ~~(c)~~ Sale of goods to other than the ultimate consumer.

(c) ~~(d)~~ Sales, display or storage of used merchandise other than antiques.

(d) ~~(e)~~ Sale of alcoholic beverages for on-premises consumption except with meals.

705.2.3. *Use limitations:* ~~Limitations of uses and structures.~~ All activities of permitted uses, including sale, display, preparation and storage, shall be conducted entirely within a completely enclosed building, except ~~Except~~ for automobile parking lots and outdoor play areas ~~of day nurseries~~ ~~of public and private schools~~, community gardens and farmer's markets ~~all activities of permitted uses, including sale, display, preparation and storage, shall be conducted entirely within a completely enclosed building~~. Overhead doors or other openings larger than eight feet in width shall not be located on the front or immediate street side elevations of buildings. If oriented toward contiguous residentially zoned land said opening shall be screened in accordance with the requirements contained in this Code.

705.2.4. *Maximum height:* ~~Maximum height.~~ 35 feet. ~~No building or structure shall be erected or altered to a height exceeding 35 feet.~~

705.2.5. *Minimum lot area and width:* ~~Minimum lot area and width.~~ None. ~~There shall be no minimum required width or area of plot except as otherwise provided.~~

***** Additions to existing text are shown in **underlined text**; deletions are shown in **~~strikenthrough text~~**; and changes between first and second reading are shown in highlighted text.

705.2.6. *Setbacks (minimum):* ~~Setbacks.~~ 50 feet (front), 10 feet (side) and 20 feet (rear), except as otherwise provided, all from the property lines. ~~Except as otherwise provided every plot shall have a front yard not less than 65 feet in depth. Every plot shall have a street side yard of not less than 20 feet in depth. There is no side yard setback for a plot which is not adjacent to a street or alley. Where a plot abuts a dedicated alley, a rear yard of not less than ten feet shall be provided. A clear access way of at least five feet in width shall be provided from each egress point from the building to said alley.~~

705.3. *Community Business (B2) district:* ~~Community business (B2) district.~~ This district is intended primarily to provide for general commercial activity for a wide range of goods and services to the entire community. Such businesses generally require locations convenient for both vehicular and pedestrian traffic and would be expected to have orientation toward and direct access to arterial roadways.

705.3.1. *Permitted uses:* ~~Uses permitted.~~ No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses:

(a) Any use permitted in a B1 ~~B-1~~ district subject to the requirements of that district as outlined herein.

(b) Personal and professional services, including small appliance repair and consumer electronic equipment repair, funeral homes and mortuaries.

(c) Business and professional offices.

(d) Stores for sale of new merchandise, including drugstores as defined in Section 201 and grocery stores conducted solely within a building, directed primarily to the ultimate consumer.

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(e) Convenience stores ~~within 200 feet of properties in residential, community facility or recreation open space zoning districts, shall protect those properties from headlight glare, undesirable noise and views by the following:~~

~~1. A decorative masonry wall, of uniform appearance six feet in height, above finished grade, except along street frontages abutting a right-of way with a width of 80 feet or greater.~~

~~2. A five-foot wide landscape area which shall be outside the wall and consist of a two-foot high continuous hedge at the time of planting and maintained at a height of at least four feet.~~

~~3. Such masonry wall and landscaping shall be maintained in good condition at all times, This masonry wall and landscaping may be interrupted by normal entrances or exits, and shall have no signs hung or attached thereto other than those permitted pursuant to the Land Development Code.~~

~~4. Except that convenience stores that are~~ shall be subject to the requirements of the B1 district and those within 60 feet of residential property shall also be subject to the perimeter buffering requirements set forth ~~elsewhere in this chapter~~ in the landscaping section of this Code.

(f) Stores for sale of antiques and used books, furniture and clothing.

(g) Dry cleaning establishment for direct service to customers subject to the following limitation and requirement: ~~T~~there shall be a maximum of 3,000 square feet of gross area per establishment.

(h) Print shop subject to the following limitations:

1. The plate size shall be limited to 30 by 42 inches.
2. The equipment shall be limited to photocopy, diazo process or similar type print machines, facsimile and offset duplicator machines.
3. There shall be a maximum of 5,000 square feet of gross floor area per establishment.

(i) Indoor commercial recreation uses including, but not limited to: ~~Assembly hall, night club, bar, tavern, restaurants which serve beer, wine or other alcoholic beverages, theater, bowling center, miniature golf, skating rink, tennis, racquetball, handball facilities, health clubs and physical fitness facilities.~~ assembly hall; night clubs, bars, taverns, restaurants which serve beer, wine or other alcoholic beverages; theater; bowling center; miniature golf; skating rink; indoor tennis, racquetball, handball, soccer, volleyball, and basketball facilities; health clubs and physical fitness facilities.

(j) Theme restaurants.

(k) Restaurant, night clubs, lounge, and catering.

(1) ~~1.~~Menu board: Menu boards and service windows associated with such businesses shall not be placed on building elevations adjoining a street.

(2) ~~2.~~Play equipment: Play equipment areas shall be placed in walled-in or fenced-in areas only. The wall design and/or fence must be compatible in design, materials, and color with the main structure. Between any such areas and adjoining sidewalks, parking spaces or other vehicular use areas, a landscape strip of no less than five feet shall be provided containing trees and tall shrubs of three feet minimum height. Play equipment shall be limited to a maximum height of ten feet or the height of the fascia, whichever is lower. The colors of the play equipment shall be compatible with the main building colors.

(l) Outdoor commercial recreation uses limited only to tennis, racquetball, squash, and handball courts, swimming pools, and running tracks, and accessory uses and structures, provided that:

(1) ~~1.~~Playing courts, pools, and tracks may be located no closer than 25 feet to any street line or residential plot.

(2) ~~2.~~High intensity lighting fixtures located within 100 feet of any residential plot shall be extinguished no later than 10:00 p.m.

(3) ~~3.~~No outdoor commercial recreational uses permitted by this subsection shall be placed on any parcel of land less than four acres in size.

(m) Nursery schools or child or day care centers, subject to the ~~following~~ standards in the B-1 district.~~:~~

~~1. Buildings shall be located at least 30 feet from any property zoned for residential use.~~

~~2. Nursery schools or child care centers shall have at least one completely fenced and secure play lot which shall be established, maintained and used for children at play. The fence shall be not less than five feet in height.~~

~~3. Play lots located closer than 50 feet to a property line of a property zoned for residential use shall be screened by an opaque fence or wall or compact evergreen hedge not less than five feet in height.~~

(n) Adult trade, professional or other adult educational institutions, conducted solely within a building. Trades for which on-the-job training facilities are provided shall be limited to those which are permitted uses within this district unless they comprise less than ten percent of the floor area of the building or plot.

(o) Private club, lodge, fraternity and similar uses.

(p) Public transportation dispatch or business office only including taxi dispatch; providing, however, that vehicular parking, storage, repair or depot shall not be maintained on the premises. This restriction shall not prohibit public stands.

(q) Veterinary and animal hospitals, subject to the following conditions and limitations:

(1) ~~1.~~ All facilities shall be contained within completely enclosed structures without windows in any area where animals are contained or treated.

(1) ~~2.~~ Adequate soundproofing in any area where animals are contained or treated.

(1) ~~3.~~No exterior cages.

(1) ~~4.~~No animals may be exercised outdoors before 7:00 a.m. or after 7:00 p.m.

(1) ~~5.~~Shall contain an approved air-handling system for disinfection and odor control.

(1) ~~6.~~Shall contain adequate waste control facilities, such as a flush system or equal.

(1) ~~7.~~Shall contain no crematory facilities.

(1) ~~8.~~ Such facility shall contain a minimum of 2,500 square feet.

(1) ~~9.~~ All boarding activities shall be ancillary to the primary use.

(r) Retail sales of swimming pool supplies subject to the following conditions and limitations:

(1) ~~1.~~ All swimming pool supplies, including pre-packaged chemicals, except bulk quantities of Sodium Hypochlorite, shall be dispensed strictly through retail sales and shall be stored and sold within a completely enclosed structure.

(1) ~~2.~~Bulk quantities shall mean any quantity stored in any container, which quantity is to be removed for repackaging. Bulk storage shall mean any storage of any material, which material is to be removed for repackaging.

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(1) ~~3.~~ No wholesale or bulk-non-packaged storage or sale of Calcium Hypochlorite or Muriatic Acid shall be permitted. Muriatic Acid shall be sold only if pre-packaged.

(1) ~~4.~~The sale and storage of all swimming pool related chemicals and other such supplies shall be regulated by the standards set forth in the ~~South~~ Florida Building Code, Broward Edition, the ~~South~~ Florida Fire Prevention Code, Broward Edition, the provisions of the National Fire Protection Association relating to storage of liquid and solid oxidizing materials and storage of gaseous oxidizing materials, and applicable regulations established by Broward County, as such standards may be amended from time to time.

(s) Accessory uses and structures, including electric car charging stations and rooftop photovoltaic systems subject to Section 809.20.

(t) The following uses if first approved as a conditional use:

~~•~~ (1) Bulk storage of Sodium Hypochlorite.

~~•~~ (2) Heliport, helistops and off-heliport landing sites.

~~•~~ (3) Pain management clinics, as defined in Section 201, in accordance with the requirements of Section 713.22.

~~•~~ (4) Pharmacies, as defined in Section 201, in accordance with the requirements of Section 713.22.

~~•~~ (5) Amusement center, the primary business of which is to offer mechanical and/or electronic coin- and/or token-operated amusement devices to the general public for ~~profit.~~ profit shall be permitted, subject to the following limitations and requirements:

(A) ~~1.~~ Amusement centers shall be located in an enclosed shopping center comprised of a building having a total commercial indoor area of not less than 200,000 feet.

(B) ~~2.~~ No amusement center shall operate closer than 500 feet to a residentially zoned district.

(C) ~~3.~~ No amusement center shall be located closer than 1,500 feet of any public or private elementary or secondary school or playground.

(D) ~~4.~~ Each shopping center which qualifies as a location shall be limited to only one amusement center.

(E) ~~5.~~ A minimum gross floor area of 40 square feet per machine shall be provided.

(F) ~~6.~~ Business shall not be conducted before 10:00 a.m. or after 9:00 p.m. Business hours may be extended from 9:00 p.m. until 12:00 midnight solely upon the condition that the owner or operator of said business employs an off-duty police officer to patrol the business premises. Said patrol shall be maintained for two and one-half hours prior to closing and one-half hour after closing each day that the business maintains business hours after 9:00 p.m.

(G) ~~7.~~ Conduct of business shall be supervised at all times by a minimum of one person over the age of 21 years.

(H) ~~8.~~ The maximum floor area of each establishment shall be 2,000 square feet.

6~~.~~ Buildings or structures exceeding the height limitations set forth in this section, up to a maximum height of 100 feet.

7~~.~~ Hotels and motels and time share units, subject to the following:

(A) ~~1.~~ Minimum plot area shall be two acres.

(B) ~~2.~~ Any outdoor recreation areas including swimming pools shall be located at least 25 feet from the plot line of any adjacent residentially zoned property unless the adjacent property is being utilized for business related parking.

~~3. The minimum floor area of a rental sleeping room in a motel or hotel, which includes all areas to be individually rented by a customer, shall be 350 square feet.~~

(C) ~~4.~~ The following amenities shall be included as part of any hotel or motel or time share unit:

1. ~~a.~~ Interior corridors or hallways leading to and from rooms except emergency exits. ~~No "catwalk" exterior hallways. No~~ "Catwalk ~~catwalk~~" exterior hallways shall not be permitted.

2. ~~b.~~ An office or lobby containing a registration desk that is staffed by at least one hotel/motel employee 24 hours a day, and that is located in an area where the path between entrances/exits and guest room corridors and public elevators is visible to the employee.

~~c. Meeting or conference room(s) that will seat at least 350 people at tables.~~

~~d. A swimming pool of a minimum surface area of 1,250 square feet.~~

3. ~~e. An ancillary full service restaurant serving breakfast, lunch, and dinner seven days a week shall be located within the primary building and shall seat a minimum of 100 people.~~ Any lounge facility may be permitted as accessory to ~~the~~ a ~~full service~~ restaurant, and, as a permitted accessory use, shall be exempt from the provisions of Land Development Code Section 713.3, requirement to obtain separate Conditional Use approval and distance requirements for sale of alcoholic beverages.

~~f. Central air conditioning shall be provided for the entire building, including all individual rooms or suites (no through-the-wall air-conditioning units are permitted).~~

~~g. The minimum number of rental sleeping rooms shall be 250 rooms.~~

(D) If a hotel were to provide at least 5,250 square feet of meeting and/or conference room space, then the following incentives shall apply:

1. All perimeter landscape bufferyards may be a minimum of 10' wide, regardless of the adjacent land uses and zoning districts. If the bufferyards overlap with utility and/or drainage easements, where plantings would not be permitted, then only ground cover shall be required for these easements and bufferyards.

2. All pedestrian landscape zones will only be required to be 10' wide, regardless of the height of the building.

3. The minimum setback from any property line shall be 20' or the width of any easements, provided that proper internal traffic circulation is provided.

4. The building may exceed the height requirement of the zoning district by one floor.

8 * Retail sales of gasoline in conjunction with a minimarket/convenience store (including the expansion of any existing retail gasoline sales use)~~. Any one or more of the following are permitted as an accessory use~~, subject to the regulations of Section 713.19. ~~:~~

~~(1) Car wash (automatic or attendant).~~

~~(2) Food service prepared on-site by staff per customer order from a menu.~~

~~(3) Oil change/lube facility.~~

9 * Tire installation and service facilities.

(a) ~~(1)~~ Located in shopping center of at least ten acres with no more than one tire store per center.

(b) ~~(2)~~ No major repairs shall be performed. Accessory uses such as alignments, balancing, brakes, suspension system repair and similar types of service may be performed; as well as preventative maintenance such as oil and fluid changes, hose repair, wiper repair, and similar services.

(c) ~~(3)~~ Exclude body repair and painting.

(d) ~~(4)~~ No outside display of tires or other merchandise.

(e) ~~(5)~~ No outside storage of used tires.

(f) ~~(6)~~ All service and repair to be performed entirely within the building.

(g) ~~(7)~~ No tow trucks parked on the premises.

(h) ~~(8)~~ No outside parking of vehicles overnight.

(i) ~~(9)~~ Hours of operation. Where the use is located 500 feet or closer to a residential property (property line to property line), the hours of operation shall be limited to 7:00 a.m. to 11:00 p.m.

(j) ~~(10)~~ A decorative masonry wall must be included on the site plan, at least six feet high, separating the tire center property from any abutting residential property, with a minimum ten-foot wide landscape buffer outside the wall consisting of at least three tiers of landscape material (ground cover, continuous hedge and 14-foot high shade trees planted on-center).

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705.3.2. *Prohibited uses:* ~~Uses prohibited.~~ Except as specifically permitted in this division, any use in a B3 district is ~~the following uses are~~ expressly prohibited as either a principal or an accessory use~~s~~. ~~:~~

~~(a) Any use first permitted in B-3 district.~~

705.3.3. *Use limitations:* ~~Limitations of uses and structures.~~ All activities of permitted uses, including sale, display, preparation and storage shall be conducted within a completely enclosed building except as follows:

(a) Open-air retail sales of plant materials not grown on-site, home garden supplies and related merchandise (garden shop) are permitted as an accessory use to a retail business subject to the following conditions:

(1) ~~1.~~The garden shop must be accessory to and operating as a part of a retail business.

(2) ~~2.~~Total square footage of the garden shop shall not exceed the total square footage of floor space within the principal retail business.

(3) ~~3.~~ An accessory garden shop shall be enclosed by at least an eight-foot wall; the wall on the side contiguous to the main structure must be solid concrete or masonry; however, the three noncontiguous walls may be constructed with up to 50 percent of the eight-foot height in these locations consisting of decorative or ornamental fencing (not chain link fencing or similar materials). Additionally, only living plant materials, and the pots in which they are planted, may be displayed in the openings in the wall. No machinery, supplies, inventory, products, equipment or other materials other than living plant materials and the pots in which they are planted, shall be visible through the openings in the wall from the property line of the development boundary. One side of the garden center shall be contiguous to the principal use to which it is accessory.

(4) ~~4.~~Stocking of the garden shop shall be done internally or through a single gate at the rear of the premises.

(5) ~~5.~~No more than one other gate in addition to the gate described ~~in 4.,~~ above, at the rear of premises shall be provided to allow bulky items to be carried out for customer pickup.

(b) Any activity which is enclosed by a concrete or masonry wall at least eight feet in height. No machinery, supplies, inventory, products, equipment or materials other than landscaping exceeding eight feet in height shall be allowed in such permitted area.

(c) Seating area when utilized as an accessory use to a restaurant.

(d) Play areas of day nurseries ~~or public or private schools~~.

(e) Any drive-thru business.

(f) Refueling areas and recharging stations of vehicle service stations.

(g) Tennis, racquetball, squash and handball courts, swimming pools, and running tracks, and outdoor seating areas appurtenant thereto.

(h) Overhead doors or other openings larger than eight feet in width and eight feet in height shall not be located on the front or immediate streetside elevations of buildings. If oriented toward contiguous residentially zoned land said opening shall be screened with a masonry or stucco wall in accordance with the requirements contained in this chapter.

705.3.4. *Maximum height:* ~~Maximum height. No building or structure shall be erected or altered to a height exceeding~~ 100 feet, unless the property is within 200 feet of residential property. That portion of a building or structure within 200 feet of ~~any~~ residential property ~~zone~~ shall be subject to a height limitation of one foot in height for every two feet in distance from the residential property ~~zoned plot~~ unless the application of this requirement would limit the building height to less than 25 feet.

705.3.5. *Minimum lot area and width:* ~~Minimum lot area and width. Except as otherwise provided herein, there shall be no minimum width or area of plot.~~ None.

705.3.6. *Setbacks (minimum):* ~~Setbacks.~~ 50 feet (front), 20 feet (side/rear), all from the property lines. ~~Every plot upon which a structure is hereafter erected shall have setbacks as follows:~~

~~(a) Every plot shall have a front yard not less than 65 feet in depth, except a front yard not less than 25 feet in depth shall be required where the front plot line is adjacent to a right-of-way of less than 60 feet in width. No front yard setback shall be required in those areas where the front 65 feet or greater have been conveyed to the city in conformance with the parking regulations. No storage shall occur within the front yard setback.~~

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~~(b) Every plot shall have a street side yard of not less than 20 feet in depth.~~

~~(c) Where a plot abuts a dedicated alley, a rear yard of not less than ten feet shall be provided. A clear accessway of at least five feet in width shall be provided from each egress point from the building to said alley.~~

705.3.7. *Special provisions for shopping center out parcels:* ~~Special provisions for shopping center outparcels~~. Where an out parcel has been subdivided from the parent shopping center tract in accordance with the provisions of the Code, or in separate ownership from the shopping center or subject to a lease, license, or easement in favor of a person or legal entity separate from the shopping center, no ~~No~~ more than ~~30~~ 50 percent of the frontage of any shopping center may be obstructed by out parcel development consisting of walls, buildings or other visual obstruction except for landscaping materials and freestanding signs ~~less than three feet in height~~. ~~However, where an out parcel has been subdivided from the parent shopping center tract in accordance with the provisions of the Land Development Code, no more than 33 percent of the frontage of the outparcel shall be permitted to be obstructed by development consisting of walls, buildings or other visual obstruction except for landscaping materials and signs less than three feet in height. No out parcel building shall be located closer than 70 feet at the closest point or by the height of the higher of the two buildings to any other out parcel building, whichever is greater~~.

705.4. *Heavy Business (B3) district:* ~~Heavy business (B3) district.~~ This district is intended to provide locations for planned commercial centers, sharing a common identity, parking and other support facilities developed according to an overall development plan; and for a wide range of goods and services to serve a market beyond the community itself. Such commercial concentrations are expected to draw substantial patronage from outside areas and are not expected to serve the convenience needs of local residents. As such, these centers should be oriented towards, and have direct access to arterial roadways, particularly major arterials.

705.4.1. *Permitted uses:* ~~Uses permitted.~~ No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses provided the requirements set forth elsewhere in this section are satisfied:

(a) Any use permitted in a B1 or ~~B-2~~ B2 district subject to the requirements of that district as modified herein.

(b) Stores for sale or rental of new or used merchandise conducted solely within a building.

(c) Personal and professional services such as home appliance repairs and business service agencies, repair of electronic equipment and home service agencies, funeral homes and mortuaries.

(d) Business services, business and professional offices with the provision that in the event a contractor, in conjunction with his business office, has a contractor shop the limitations outlined in this subsection shall apply.

(e) Sales and installation of automobile tires, batteries and window tinting.

(f) Commercial transportation business including taxi dispatch, bus and tram depot.

(g) Motor vehicle repair and service garage.

(h) Car wash.

(i) Telephone exchange.

(j) Appliance, furniture and small equipment rental agencies.

(k) Contractor shops subject to the following limitations: The activity shall be limited to 2,500 square feet. Loading zones and parking areas for employees shall be adequately screened from public view from thoroughfares and adjacent residential districts.

(l) Professional and research and development offices.

(m) Accessory uses and structures.

(n) The following uses if first approved as a conditional use and subject to the availability of sufficient flexibility as permitted by the comprehensive plan:

(1) - Buildings or structures exceeding the height limitations set forth in this section, up to a maximum height of 100 feet.

(2) - Heliports, helistops and off-heliport landing sites.

(3) - Medical Marijuana Retail Center, as defined in Section 201, in accordance with the requirements of Section 713.25, Land Development Code.

(4) - Sale or rental of new or used automobiles, trucks, trailers, motorhomes and boats.

(5) - Storage and distribution facilities, including self-storage facilities subject to Section 713.16.

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

(6) ~~•~~ Motor vehicle paint and body repair.

(7) ~~•~~ Check cashing/pay day advance stores.

(8) ~~•~~ Pain management clinics, as defined in Section 201, in accordance with the requirements of Section 713.22.

(9) ~~•~~ Pharmacies, as defined in Section 201, in accordance with the requirements of Section 713.22.

(o) Communication broadcast and production facilities.

(p) Plant nurseries, excluding the growing of Marijuana.

705.4.2. *Prohibited uses:* ~~Uses prohibited.~~ The permitted uses enumerated in this district shall not be construed to include, either as a principal or accessory use, any of the following which are listed for emphasis:

(a) Any use first permitted in industrial districts.

(b) Open air sale or display of machinery or construction equipment.

(c) Medical Marijuana Treatment Center.

705.4.3. *Use limitation:* ~~Limitations of uses and structures.~~

(a) All permitted uses in this district shall be conducted within a completely enclosed building except as follows:

(1) ~~(a)~~ Any activity which is enclosed by a concrete or masonry wall at least eight feet in height effectively screening such use from outside direct view at ground levels.

(2) ~~(b)~~ Seating area when utilized as an accessory use to a restaurant.

(3) ~~(c)~~ Motor vehicles sales or rental.

(4) ~~(d)~~ Play areas of day nurseries ~~or public or private schools~~.

(5) ~~(e)~~ Drive-thru businesses.

(6) ~~(f)~~ Refueling or recharging areas of service stations.

(7) ~~(g)~~ Car wash.

(8) ~~(h)~~ Plant nurseries.

(9) ~~(i)~~ Commercial marinas.

(10) ~~(j)~~ Recreational uses.

(11) ~~(k)~~ Storage area in this district may be provided outside an enclosed building providing the storage area is contained fully within a ~~six~~ eight-foot high decorative masonry wall. Said masonry wall shall provide along the extension thereof, a five-foot planting strip to be landscaped in accordance with this Code.

(b) The following specific uses shall be permitted only when the entire site so utilized is not closer than 300 feet from ~~an R~~ any residentially zoned district:

(1) ~~(a)~~ Cabinet and carpenter shop.

(2) ~~(b)~~ Heating and air conditioning contractor shop.

(3) ~~(c)~~ Sign shop.

(4) ~~(d)~~ Tinsmith shop.

(5) Overhead doors or other openings larger than eight feet in width shall not be located on the immediate streetside of buildings. If oriented toward contiguous residentially zoned land said opening shall be screened in accordance with the requirements contained in this Code.

705.4.4. Maximum height: ~~*Maximum height.* No building or structure shall be erected or altered to a height exceeding~~ 100 feet, unless the property is within 200 feet of residential property. That portion of a building or structure within 200 feet of any residential zone shall be subject to a height limitation of one foot in height for every two feet in distance from the residential zoned plot unless the application of this requirement would limit the building height to less than 25 feet.

705.4.5. *Minimum lot area and width:* ~~Minimum lot area and width. Except as otherwise provided herein, there shall be no minimum width or area of plot.~~ None.

705.4.6. Setbacks (minimum): ~~Setbacks.~~ 50 feet (front), 20 feet (side/rear) from the outer property lines of the site. ~~Every plot upon which a structure is hereafter erected shall have setbacks as follows:~~

~~(a) Every plot shall have a front yard not less than 65 feet in depth. No front yard setback shall be required in those areas where the front 65 feet or greater have been conveyed to the city in conformance with the parking regulations.~~

~~(b) Every plot shall have a street side yard of not less than 20 feet in depth.~~

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

~~(c) Where a plot abuts a dedicated alley, a rear yard of not less than ten feet shall be provided. A clear accessway of at least five feet in width shall be provided from each egress point from the building to said alley.~~

705.4.7. *Special provisions for shopping center out parcels:* ~~Special provisions for shopping center outparcels~~. Shopping center outparcels shall comply with requirement in B2, Neighborhood Business district. ~~No more than 30 percent of the frontage of any shopping center may be obstructed by out parcel development consisting of walls, buildings or other visual obstruction except for landscaping materials and signs less than three feet in height. However, where an out-parcel has been subdivided from the parent shopping center tract in accordance with the provisions of the Land Development Code, no more than 30 percent of the frontage of the outparcel shall be permitted to be obstructed by development consisting of walls, buildings or other visual obstruction except for landscaping materials and signs less than three feet in height. No out parcel building shall be located closer than 70 feet at the closest point or by the height of the higher of the two buildings to any other out parcel building, whichever is greater.~~

Section 5: That sections 706.1 and 706.3 of the Land Development Code of the City Code of the City of Miramar, Florida, are hereby amended to read as follows*****:

Sec. 706. - Industrial Zoning Districts. ~~Sec. 706. - Industrial zoning districts.~~

706.1. *Industrial Districts.* ~~Industrial districts.~~ These industrial districts are intended to provide for light industrial development in conformance with the comprehensive plan and allow for a variety of uses to accommodate the city's industrial and commerce needs. The uses within this district shall be consistent with, but may be more restrictive than, the industrial land use plan category permitted uses. This zoning district may be applied to land designated industrial or regional activity center on the city's land use plan map.

* * *

706.3. *Planned Industrial District (PID).* ~~Planned industrial district (PID)~~. The following regulations shall apply to the PID district:

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

706.3.1. *Purpose:* ~~Purpose of district.~~ This district is intended to provide a protective zone for campus-like environments that will encourage the development of nonpolluting light industry and compatible uses which support the economic base of the city. The development standards in this district are intended to provide a healthful operating environment for light industry and compatible uses, for the protection of light industry and compatible uses from the encroachment of other uses adverse to the operation of such district, to protect business within the district from the adverse effect of incompatible uses and to reduce to a minimum the impact of the district on surrounding noncommercial land use. The uses within this district shall be consistent with, but may be more restrictive than, the industrial land use plan category permitted uses. This zoning district may be applied to land designated Industrial, Employment Center or Regional Activity Center, ~~industrial, employment center or regional activity center~~ on the city's land use plan map. The minimum area for ~~an~~ a PID zoned property is 40 acres.

706.3.2. *Permitted uses:* ~~Uses permitted.~~ No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses provided the requirements set forth elsewhere in this section are satisfied. All uses shall be conducted entirely within an enclosed building. (The listing of specific uses under the generalized categories is intended to be illustrative rather than inclusive.)

* * *

{706.3.2 continued}

(i) The following uses shall be limited to ~~ten~~ twenty percent (20%) of the total gross square footage of building area permitted within the overall PID~~.~~ and subject to the availability of sufficient flexibility as provided by the Comprehensive Plan:

- Public and private utilities essential to serve principle uses in the district, specifically excluding electric transmission facilities and substations.

- ~~All uses permitted in ROS district.~~

- Nursery schools and day care centers.

- Indoor commercial recreation, such as health clubs, physical fitness centers, soccer, racquetball, handball, and volleyball, when such uses do not conflict with the required parking for and operation of the PID.

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- Retail uses as accessory uses within buildings devoted to a permitted use.
- Restaurants and cafeterias.
- Retail uses which serve the PID district (including drugstores, but excluding pharmacies, as these uses are defined in Section 201).

(j) The following uses if first approved as a conditional use and subject to the availability of sufficient flexibility as provided ~~permitted~~ by the Comprehensive Plan: ~~comprehensive plan~~

~~• Health club and physical fitness center.~~

- Hotels, motels, and similar lodging subject to the requirements of the B-2 zoning district.
- Pharmacies and pain management clinics subject to the requirements of Section 713.22.

Section 6: That sections 713.6, 713.10, 713.14, 714.16, 713.19, 713.21, and 713.22 of the Land Development Code of the City Code of the City of Miramar, Florida, are hereby amended to read as follows*:

Sec. 713. - Specific Use Regulations. ~~Sec. 713. - Specific use regulations.~~

The specific conditions set out below shall be applied to each proposed use during conditional use and site plan review.

* * *

713.6. [Reserved] ~~713.6. Child care centers. Child care centers shall be required to provide a designated drop-off and pick-up area which is not part of the permanent parking for the site. All required play areas shall be grassed or mulched. Paved areas shall be not be considered as play areas. Outdoor play areas shall be fenced~~. [Reserved]

* * *

* Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

713.10. *Outdoor Sales.* ~~Outdoor sales.~~ All sales, service and storage shall be conducted in a completely enclosed building except where specifically permitted as an approved TUP. No permanent outdoor sales shall be permitted within any public or private right-of-way, required parking or traffic circulation area, fire lane, any landscape area or within a sidewalk, except as specifically permitted as an approved TUP.

* * *

713.14. ~~Restaurants.~~

~~713.14.1.~~ [Reserved] ~~Sale of alcoholic beverages. Any restaurant which contains a lounge or bar facility where patrons may purchase alcoholic beverages separate from food shall require conditional use approval pursuant to Section 503, Conditional uses~~.

* * *

713.16. Warehouse—Self storage. A warehouse—self storage facility shall not be permitted to contain businesses which require an occupational license for the premises.

* * *

713.19. Fuel service station with mini-market/convenience store.

(a) ~~(1)~~ *Location criteria:* ~~Location criteria:~~

(1) ~~(a)~~ One station is permitted per intersection area, defined as a one-quarter mile radius (measured from the street centerlines) for the following road intersections:

East-West Roads	North-South Roads
Countyline Road	State Road 7 University Drive
Honey Hill Road	Red Road Flamingo Road
Miramar Parkway	State Road 7 University Drive Douglas Road Palm Avenue Red Road Flamingo Road SW 145 Avenue SW 160 Avenue (Dykes Road) SW 172 Avenue SW 184 Avenue
Pembroke Road	State Road 7 University Drive Douglas Road Palm Avenue Hiatus Road Flamingo Road

(2) ~~(b)~~ *Minimum separation distance from a residential property (measured from property line to property line):* ~~Minimum separation distance from a residential property (property line to property line):~~ 200 feet. Where the pump service area is screened by the principal building, this distance may be reduced to 150 feet.

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(b) ~~(2)~~ *Intensity standards:* ~~Intensity standards.~~ Development shall be in accordance with the following standards:

Minimum Gross Lot Area	Permitted Development Intensity		
	Number of Gas Pumps [1]	Maximum Convenience Store Size (gross sq. ft.)	Number of Accessory Uses
1.0 acres—1.499 acres	6	2,500	1
1.5 acres—1.999 acres	8 ~~6~~	3,500	2
2.0 acres and greater	10 ~~6~~	5,000 ~~4,000~~	3

[1]*Permitted maximum number of service positions = number of pumps × 2.*

(c) ~~(3)~~ *Minimum street frontage:* ~~Minimum street frontage:~~ ~~150~~ 200 feet.
(d) ~~(4)~~ *Minimum setbacks:* ~~Minimum setbacks from street lines:~~

(1) ~~(a)~~ Principal building: 65 feet.

(2) ~~(b)~~ Accessory building: 75 feet.

(3) ~~(c)~~ Gas pumps canopy (required): 50 feet.

(4) Sides and rear: 20 feet.

(e) ~~(5)~~ *Hours of operation:* ~~Hours of operation.~~ Where the use is located 500 feet or closer to a residential property (measured from property line to property line), the hours of operation shall be limited to 7:00 am to 11:00 pm.

All setbacks shall be measured from the outer property line of the site.

(f) ~~(6)~~ *Parcel access from the adjacent rights-of-way:* ~~Parcel access from the right-of-way.~~ The following provisions are intended to minimize potential traffic access and circulation conflicts and to facilitate the efficient coordination of traffic flows between the fuel service use, adjacent roads, and adjacent/nearby developments. All access drives must comply with the driveway separation standards of this Code.

(1) ~~(a)~~ *Facility located on a shopping center outparcel:* ~~Facility located on shopping center outparcel.~~ Access ~~Street access~~ shall be provided in accordance with the following hierarchy of alternatives. Where the highest ranked alternative is used (i.e., ~~i.,~~ main shopping center drive), it shall be the only access provided. Where the lower ranked alternative is proposed, the applicant must demonstrate why the highest ranked alternative is not feasible.

1. Main shopping center drive.
2. Shared access drive with adjacent outparcel~~. Where~~; where the site is adjacent to more than one other outparcel, only one shared access shall be permitted.

Shared internal access drives between the outparcel and other outparcels are encouraged.

(2) ~~(b)~~ *Other locations:* ~~Other locations.~~ A maximum of one full access drive (for all vehicular turning movements) is permitted. Corner properties may provide a second access drive, provided it is limited to right-turn~~s~~-only and is located on the street not containing the full access drive.

~~(7) [Reserved.]~~

~~(8) Pump island planting. At both ends of all pump islands, a planter area shall be provided to accommodate a small tree (ten feet maximum) and ground cover (shrubs).~~

(g) ~~(9)~~ Gasoline vent stacks. Vent stacks are to be placed either in the rear half of the property or away from the street and enclosed within a decorative structure or painted an inconspicuous color (CAB approved).

(h) ~~(10)~~ *Maintenance stations:* ~~[Maintenance stations.]~~ ~~Two~~ Automotive ~~automotive~~ maintenance stations are permitted, ~~limited to~~ including the following items: air hose, water hose, vacuum and charging stations. These stations shall be physically separated from other uses on the site and a minimum of one parking space provided for each station in addition to that required for the other uses.

(i) ~~(11)~~ ~~Accessory use standards:~~ *Accessory use standards*:

(1) Automatic car wash

(A) ~~a.~~ *Location:* The facility shall be located either to the side or rear of the principal building.

(B) ~~b.~~ *Function:* The facility shall be fully automatic, with no employees conducting any related functions or services.

(C) ~~c.~~ *Maximum capacity:* ~~Maximum capacity:~~ One vehicle per wash cycle. Vehicular stacking must comply with Section 808.6.

(D) ~~d.~~ *Drainage:* The facility must have a working oil/sand interceptor to which all drainage from the car wash must flow.

(E) ~~e.~~ *Hours of operation:* ~~The hours of operation may be no longer~~ same as or less than the principal use, but in no case 24 hours, or exceeding 9:00 pm.

(F) ~~f.~~ *Screening of vehicle opening:* ~~Screening of vehicle opening.~~ A wall, berm, or similar opaque visual buffer shall be provided for the facility opening when it is oriented toward the streetside of the lot.

(2) Attendant car wash

(A) ~~a.~~ *Location:* The facility shall be located either to the side or rear of the principal building and shall be architecturally compatible with the principal building as a permanent structure. Temporary structures shall not be permitted.

(B) ~~b.~~ *Drainage:* The facility must have a working oil/sand interceptor to which all drainage from the car wash must flow.

(C) ~~c.~~ *Hours of operation:* The hours of operation ~~The hours of operation may be no longer~~ shall be the same as or less than the principal use, but in no case 24 hours, or exceeding 9:00 pm.

(D) ~~d.~~ *Vehicle stacking and parking:* ~~Vehicle stacking/parking:~~

i. Drive-through facility: as provided for in Section 808.6

ii. Non-drive-through facility: Two per service position, separated from access drives and internal drive aisles.

(E) ~~e.~~ *Screening of service area:* ~~Screening of service area.~~ A wall, berm, or similar opaque visual buffer shall be provided for the service area when it is oriented toward the streetside of the lot.

(F) Existing stations that currently have a nonconforming attendant car wash may be permitted to have one via the conditional use process of Section 503.

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(3) Food service (prepared on-site by staff per customer order from a menu)

(A) ~~a.~~ *Function:* Drive-through facilities are prohibited.

(B) ~~b.~~ *Hours of operation:* The hours of operation ~~The hours of operation may be no longer~~ same as or less than the principal use, but in no case 24 hours, or exceeding 11:00 pm.

(C) ~~c.~~ *Number:* A maximum of two food service operations are permitted, which shall count as one accessory use, provided there is sufficient parking no-site.

~~d. Indoor table service (staff receives and delivers food orders at the tables) is prohibited.~~

~~e. Outdoor seating is prohibited.~~

(D) ~~f.~~ *Parking:* Where an indoor and/or outdoor seating area is provided, additional parking shall be provided for the portion of floor area used, based on the parking ratio for a fast food restaurant use.

(4) Oil change/lube facility

(A) ~~a.~~ *Function:* The use shall only be conducted within an enclosed building.

(B) ~~b.~~ *Location:* The facility shall be located either to the side or rear of the principal building.

(C) ~~c.~~ *Screening of vehicle opening:* ~~Screening of vehicle opening.~~ A wall, berm, or similar opaque visual buffer shall be provided for the facility opening when it is oriented toward the streetside of the lot.

(D) ~~d.~~ *Stacking:* Vehicular ~~Vehicle~~ stacking shall be provided at the rate required by this Code for the fuel service.

(E) ~~e.~~ *Hours of operation:* The hours of operation shall be limited to 7:00 a.m.—9:00 p.m.

(F) ~~f.~~ *Function:* Vehicle storage is prohibited.

(G) ~~g.~~ *Function:* Automotive repair is prohibited.

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* * *

713.21. Locational requirements for places of public assembly.

(a) Building size and minimum lot size requirements for freestanding structures housing places of public assembly in nonresidential zones. For all nonresidential zones in which places of public assembly are permitted under the terms of this Code, a minimum of two acres of lot area shall be required for the development of any freestanding place of public assembly.

(b) Maximum building square footage for attached places of public assembly. Attached places of public assembly shall not be permitted if the total floor area of the attached place of public assembly exceeds 5,000 square feet.

(c) Places of public assembly located near State Road 7.

(1) Attached places of public assembly located within 250 feet of the right-of-way of State Road 7 must be located at least 1,000 feet from any existing or approved attached place of public assembly.

(2) Freestanding places of public assembly shall not be permitted on a parcel that is ten acres or larger abutting State Road 7.

(e) Accessory uses permitted for a place of public assembly. All accessory uses shall be subject to the locational requirements for places of public assembly of this section and the parking calculation requirements of Section 803.3.3 of this Code. The following accessory uses shall be permitted to a place of public assembly if the use is incidental to and serves to support the functions of the public assembly use:

(1) Meeting rooms and educational classrooms;

(2) Day-care centers; and

(3) Offices.

(4) Indoor or outdoor recreational facilities incidental to the public assembly use, not used for commercial purposes, of a size appropriate to the scale of the public assembly use.

(5) Elementary schools, middle schools, or senior high schools that are not larger than the public assembly use.

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(f) One place of public assembly shall be permitted per commercial center. Up to one additional place of public assembly may be permitted in a commercial center that is at least 100,000 square feet in size, if the Community & Economic Development Director and City Engineer ~~or designee~~ review~~s~~ the applicant's traffic and parking study, and finds that the center has adequate parking and the access points and traffic flow will be sufficient to accommodate the additional place of public assembly.

713.22. Pain management clinics, medical offices and clinics, and pharmacies as defined in Section 201.

(a) Dispensing by pain management clinics, and medical offices and clinics. On-site dispensing of controlled substances that are identified in Schedule II, III, or IV in §§ 893.03, 893.035 or 893.0355, Florida Statutes, by a medical office or clinic, including a pain management clinic, is prohibited, unless such facility is staffed by a dispensing practitioner authorized to dispense controlled substances pursuant to § 465.0276, Florida Statutes, as amended from time to time.

(b) Conditional use approval required for pain management clinics and pharmacies.

(1) All pain management clinics and pharmacies, as defined in Section 201, where permitted by this Code, shall require conditional use approval regardless of the underlying zoning designation.

(2) The applicant for a conditional use approval for a pain management clinic or pharmacy shall provide a certified survey to the Community & Economic Development Department, indicating the distance in linear feet between the nearest point of the structure of the proposed pain management clinic or pharmacy, and the nearest point of the structure of any existing pain management clinic or pharmacy.

(3) Each pain management clinic and pharmacy location shall be approved through the conditional use approval process separately regardless of whether the pain management clinic or pharmacy is operated under the same business name or management as another pain management clinic or pharmacy.

(4) The application for a conditional use for a pain management clinic shall disclose, in detail, the owners and operators of the facility.

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(5) In addition to the conditional use review criteria contained in Section 503, the consideration of a conditional use approval for a pain management clinic may include consideration of the specific registration criteria for pain management clinics provided in §§ 458.3265 and 459.0137, Florida Statutes, as may be amended from time to time.

(c) Supplemental requirements for pain management clinics.

(1) Prior to issuance of a certificate of use in accordance with Section 1202, a pain management clinic shall provide to the Director of Community <u>& Economic</u> Development proof of registration with the Florida Department of Health, as required by §§ 458.3265 and 459.0137, Florida Statutes, as amended.

(2) A pain management clinic approved by conditional use shall, at the time of annual renewal of its business tax receipt, update its disclosure of the owners and operators of the facility and the clinic's designated physician in accordance with § 465.022, Florida Statutes. The pain management clinic shall immediately report any change to these disclosures.

(3) A pain management clinic shall be limited to the hours of 7:00 a.m. to 9:00 p.m., Monday through Saturday.

(4) Pain management clinics shall be prohibited from operating any outdoor seating areas, queues or exterior customer waiting areas. No activities shall be conducted outside of a completely enclosed structure.

(d) Supplemental requirements for pharmacies, as defined in Section 201. Prior to issuance of a certificate of use in accordance with Section 1202, a pharmacy shall provide to the Director of Community <u>& Economic</u> Development proof of registration with the Florida Department of Health, as required by §§ 458.3265 and 459.0137, Florida Statutes, as amended.

(e) *Location restrictions:* ~~Location restrictions.~~ Pain management clinics and pharmacies, as defined in Section 201, shall also be subject to the following additional location restrictions:

(1) No pharmacy shall be permitted to locate within a 1,000 foot radius of any pain management clinic.

(2) No pain management clinic shall be permitted to locate within a 1,000 foot radius of any pharmacy, child care center, place of worship or K-12 grade educational facility.

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(3) No pharmacy shall be permitted to locate within a 1,000 foot radius of another pharmacy.

(4) No pain management clinic shall be permitted to locate within a 1,000 foot radius of another pain management clinic.

The distances provided herein shall be measured from the nearest point of the structure of one facility to the nearest point of the structure of the other facility using a straight line. The foregoing location restrictions shall not apply to pharmacies or pain management clinics for which an application for a business tax receipt has been submitted prior to the effective date of this ordinance.

(f) *State and federal law:* ~~[State and federal law.]~~ All medical offices or clinics, pain management clinics and pharmacies shall be subject to all applicable requirements of state and federal law.

Section 7: That sections 715.1.3.4, 715.1.4.5, 715.1.4.6, 715.1.5.1, 715.1.6.1, 715.1.8.1, 715.2.1.1, 715.3.1, 715.3.3, 715.3.3 A, 715.3.3 B, 715.3.3 C, 715.3.3 D, 715.3.7, 715.4.0 of the Land Development Code of the City Code of the City of Miramar, Florida, are hereby amended to read as follows*****:

Sec. 715. - Transit Oriented Corridor District Code. ~~Sec. 715. - Transit Oriented Corridor District Code.~~

* * *

715.1.3.4. Categories of Building function and allocation.

(a) ~~A.~~ It is the intent of this Code that building functions should not be concentrated in a particular area; they should be mixed together in a pedestrian-friendly and compact manner.

(b) ~~B.~~ A TOC Monitoring Report will be established and maintained by the Community & Economic Development Department in order to maintain an accurate measure of the development thresholds within the TOC as indicated in Policy 1.17 of the Future Land Use Element of the Comprehensive Plan.

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715.1.4. Pre-existing conditions.

* * *

715.1.4.5. Where buildings exist on adjacent Lots within a TOCD district, the Community & Economic Development Department Director ~~community development director~~ may require that a proposed building match one or the other of the adjacent ~~S~~ setbacks and heights rather than those provided for the property under the specific provisions of this Code.

715.1.4.6. Existing Parking Areas that provide parking in excess of the requirements of this Code may be reduced in accordance with Section 715.3.1 "Parking."

715.1.5. Administrative approval and variances.

715.1.5.1. There shall be two types of authorized deviations from the requirements of this Code: Administrative Approvals and Variances. The DRC shall have the authority to administratively approve or disapprove a request for an Administrative Approval. Variances shall be subject to review and approval by the Planning and Zoning Board or City Commission, in accordance with the requirements of Section 506 "Variances" of the LDC.

(a) ~~A.~~ An Administrative Approval is a ruling that would permit a practice that is not in strict conformance with a specific provision of this Code, but is determined to be consistent with the goals of the applicable TOC district in accordance with subsection 715.1.5.

(b) ~~B.~~ Deviations from this Code which are authorized for Administrative Approval are as specifically provided in the TOCD Code and shall be reviewed, and approved or denied, by the DRC.

(1) ~~1.~~Administrative Approvals Involving Deviations From Development Standards. Except for Administrative Approvals from Table~~s~~ 9A ~~and 9B~~ "Specific Function and Use" which shall be considered under the criteria provided in subsection b(2) of this section, the applicant shall demonstrate satisfaction of all of the following criteria:

(A) ~~(a)~~ The strict application of this Code would prohibit site improvements to bring a TOCD development site as close as possible to meeting TOCD Code requirements;

(B) ~~(b)~~ The need for the proposed waiver of the applicable TOCD standard arises from some condition peculiar to the specific property involved;

(C) ~~(c)~~ The proposed waiver of the applicable TOCD standard would improve the quality and/or safety of the property and will not diminish the use of the property, nor negatively impact surrounding properties and the TOCD area; and

(D) ~~(d)~~ The proposed development meets the requirements of the TOCD Code as nearly as possible under the unique circumstances.

(2) ~~2.~~Administrative Approvals Involving Specific Function And Use Standards. For Administrative Approvals provided in Table~~s~~ 9A ~~and 9B~~. Specific Function and Use, the applicant shall demonstrate that all of the following standards have been met:

(A) ~~(a)~~ The proposed use is appropriate in the area in which it is proposed;

(B) ~~(b)~~ The proposed use will be reasonably compatible with surrounding uses;

(C) ~~(c)~~ The proposed use will not contaminate the Biscayne Aquifer;

(D) ~~(d)~~ Any nuisance or hazardous feature involved is suitably separated and buffered from adjacent uses;

(E) ~~(e)~~ The proposed use will not hinder development of the site or nearby vacant property;

(F) ~~(f)~~ That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community;

(G) ~~(g)~~ The land or building which is involved is adequate for the proposed use; and

(H) ~~(h)~~ The proposed use complies with the Comprehensive Plan.

(I) ~~(i)~~ Drive through facilities shall not have direct ingress or egress to Commercial Streets.

(3) ~~3.~~Applications for Administrative Approval shall be submitted to the Department of Community & Economic Development, and scheduled for review by the DRC.

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

(A) ~~(a)~~ A Variance is a ruling on a deviation which is not qualified for consideration as an Administrative Approval in accordance with this subsection. Variances shall be available for relief from development standards provided in this Code, which are not expressly subject to Administrative Approval. Variances shall not be granted to allow the establishment of a use which is not otherwise allowed in a TOCD district. Variances from the TOCD Code shall be processed and reviewed in accordance with Section 506 "Variances" of the LDC.

(B) ~~(b)~~ The request for a Variance shall not subject the entire application to public hearing, but only the specific issue requiring the relief.

715.1.5.2. Site Plan Submittal and Consideration. Site plans for projects within the TOCD area that do not require Variances shall be processed, and approved or denied, by the DRC. The procedure for site plan filing and submittal shall be as provided for in Sections 511.3 through 511.5 of the LDC. However, for applications subject to administrative review by the DRC under this subsection, the DRC shall determine whether the site plan meets the standards of this Code, and the general site plan criteria of Section 511.6 of the LDC. The requirements of Sections 511.7.4 through 511.9 of the LDC shall apply to all site plans approved under this subsection. Site plan approvals may be subject to conditions as approved by the DRC.

* * *

715.1.6. Development incentives.

715.1.6.1. To encourage development and redevelopment within the TOCD in accordance with this Code, the City of Miramar grants the following incentives:

1. ~~A.~~ Site plan applications under the TOCD Code shall be processed administratively by the DRC and CAB in accordance with subsection 715.1.5.

2. ~~B.~~ The City of Miramar has been designated as a "Platinum City" by the Greater Fort Lauderdale Alliance for its permitting excellence process. The purpose of this process is to provide developers with a streamlined, first rate experience when going through the development, permitting, and inspection process.

3. ~~C.~~ The City shall internally coordinate the application development approval process for the placement of underground utilities with the appropriate federal, state, and county agencies for all property within the TOCD.

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4. ~~D.~~ The City shall reduce the planning application fees for site plans and community appearance review by 50% of the established fee rates.

5. ~~E.~~ The City shall exempt applicants for development of residential units from the requirement for land dedication or entering into a park agreement with the City and instead shall allow payment of the established Community Parks Land Dedication impact fees.

6. ~~F.~~ All development in the TOCD shall receive a maximum of 35 percent reduction from the parking standards listed in Section 808 "Off Street Parking and Loading Standards" of the LDC.

* * *

715.1.8. Sustainability standards.

715.1.8.1. Sustainable building practices refers to building and building site design, materials and construction techniques that minimize demand for nonrenewable material and energy resources and water consumption, and minimizes the generation of waste products, pollution, and stormwater runoff.

Sustainable building practices are generally consistent with the techniques used to achieve certification of construction and development through third party sustainable building and development certification programs including the United States Green Building Council ("USGBC") Leadership in Energy and Environmental Design ("LEED"), the Florida Green Building Coalition certification program, and the Florida Green Lodging certification program.

To support sustainable building practices, all buildings and structures within the TOCD shall comply with the following:

1. ~~A.~~ Applicants for development within the TOCD are required to schedule a preliminary development application meeting with the Community & Economic Development Department Director.

2. ~~B.~~ At the preliminary development application meeting, the applicant shall identify the third party green building development standards proposed to be incorporated in the project design and implementation, and provide a copy of the standards to the Community & Economic Development Director ~~community development director~~ for review.

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

3. ~~C.~~ Approved third party green building development certification programs shall include but are not limited to the certification standards of the Florida Green Building Coalition, Florida Green Lodging, and LEED. If the standards of a third party certification program other than those listed in this subsection are proposed to be incorporated into the development by the applicant, the Community & Economic Development Director ~~community development director~~ shall review the standards of the rating organization certification program intended to be used by the applicant and notify the applicant if the proposed program and standards are accepted or rejected as adequate standards for certification of sustainable building and development practices.

4. ~~D.~~ Applicants must choose one of the following options for incorporation of sustainable building practices:

(A) ~~1.~~ Formal application for Third Party Green Building Certification Program Development Rating. The applicant may formally apply for third party certification with a selected third party green building development rating organization approved by the Community & Economic Development Director ~~community development director~~ in accordance with subsection (C), including full compliance with the applicable submittal, application and fee requirements for the selected third party certification; or

(B) ~~2.~~ Participation in Community & Economic Development Department Sustainability Review Program. As an alternative to formal application for third party organization certification as provided in (D)(1) of this subsection, and as a requirement for those projects that apply for and do not receive certification from a third party organization, the applicant shall list the standards of the approved third party green building certification program which are proposed to be incorporated into the development. The Community & Economic Development Director ~~community development director~~ shall review the building plans and verify their adherence to the third party green building and development standards proposed to be incorporated in the project design and implementation. The applicant shall document compliance with all of the approved third party green building certification program certification criteria on the building plans for the project, to the satisfaction of the Community & Economic Development Director ~~community development director~~.

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5. ~~E.~~ Site development plan submittal requirements for demonstration of compliance with this section shall include the following:

(A) ~~1.~~ Documentation that the applicant has participated in the preliminary development application meeting and has received written notification that all structures within the proposed development shall incorporate sustainable building practices; and

(B) ~~2.~~ For developments seeking formal third party certification with a selected third party green building development rating organization in accordance with (D)(1) of this subsection, a written statement identifying the applicable third party green building and development standards, and demonstrating said third party organization's recognition of the development's compliance with the minimum standards of the third party green building and development standards; or

(C) ~~3.~~ For developments participating in the Community & Economic Development Department Sustainability Review Program in accordance with (D)(2) of this subsection, the applicant shall provide a narrative explanation of how the sustainable building measures are being incorporated in the development, including documentation that the applicant has incorporated sustainable practices according to the City's Community & Economic Development Department Sustainability Review Program.

_____

715.2.1. Building function.

715.2.1.1. Building Function:

* * *

(b) ~~B.~~ Buildings shall conform to the functions listed in Table~~s~~ 9A ~~and B~~. Specific Function and Use.

(c) ~~C.~~ Automobile-oriented functions are prohibited in the TOCD Prohibited Functions include:

(1) ~~1.~~ Large Surface Parking Lots;

(2) ~~2.~~ Gas stations;

(3) ~~3.~~ Auto repair;

(4) ~~4.~~ Car washes;

(5) ~~5.~~ Auto dealers;

(6) ~~6.~~ Self-storage;

(7) ~~7.~~ Equipment storage;

(8) ~~8.~~ "Big Box" warehouses.

(d) ~~D.~~ First Story Commercial Functions shall be permitted.

(e) ~~E.~~ Residential Functions shall be prohibited on the ground floors of Mixed-Use buildings.

(f) ~~F.~~ Drive through facilities shall be permitted only upon an Administrative Approval in accordance with Section 715.1.5.1 B(2) ~~715.15.1~~.

* * *

715.3.1. Parking and density calculations.

715.3.1.1. Allocations and Calculations.

(a) ~~A.~~ All parking allocations must be approved by the DRC.

(b) ~~B.~~ All development in the TOCD shall receive a maximum of 35 percent reduction from the parking standards listed in Section 808 "Off Street Parking and Loading Standards" of the LDC.

715.3.1.2. Payment-in-Lieu of Parking Fund. A Payment-in-Lieu of Parking Fund shall be established by the City to provide funding specifically for parking and related improvements within the TOCD. Payment-in-Lieu of Parking Fees will be collected from all applicants for development and uses within the TOCD that do not provide sufficient on-site parking spaces or Shared Parking spaces to meet the minimum parking requirements of the Code. The Payment-in-Lieu of Parking Fee option for compliance with this subsection shall become effective upon adoption by the City Commission of a Resolution which specifies the amount of the Payment-in-Lieu of Parking Fund Fee.

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(a) ~~A.~~ Payment-in-Lieu of Parking Fund Fee Calculation. The amount of a payment to the Payment-in-Lieu of Parking Fund shall be calculated per parking space which is required but not provided via on-site parking spaces or Shared Parking spaces. The amount per parking space shall be determined by the average cost to the City for the construction of a parking space in a Parking Structure on a program wide basis within the TOCD, which shall be determined by the Director of Construction & Facilities Management ~~Engineering~~ in coordination with the Community & Economic Development Director ~~community development director~~. The average cost shall include actual costs and fees for land acquisition, design and planning, legal fees, engineering, actual construction, and permit review and inspection.

(b) ~~B.~~ Payment in Full of Payment-in-Lieu of Parking Fee. For property owners opting to pay in full, or applicants not eligible to provide payment through a Payment in Lieu of Parking Agreement as provided in subsection 715.3.1.2(D), payment of the full amount of the in-lieu fee shall be due prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner.

(c) ~~C.~~ Payment in Lieu of Parking Agreement. In-Lieu of Parking Fee Agreements shall only be made between the City and the owner(s) of the subject property. Applicants for an in-lieu fee which is not paid in full prior to issuance of a building permit, must enter into an In-Lieu of Parking Fee Agreement with the City prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner. Such agreement shall be approved by the community development director, and shall be recorded at the property owner's expense in the Public Records of Broward County, Florida. The In-Lieu of Parking Fee Agreement shall provide that the obligations imposed by the agreement constitute a restrictive covenant upon the property, and shall bind successors, heirs and assigns, and shall be released by the City upon payment in full of the amount due under the agreement.

(d) ~~D.~~ Payment in Lieu of Parking Agreement Term. An In-Lieu of Parking Fee Agreement executed by a property owner applicant in accordance with this subsection shall provide that installment payments shall be made over no longer than a 36 month time period in 3 installments. The first installment shall be at least 50 percent of the total fee due, and shall be paid upon signing the agreement, prior to the issuance of a building permit for the development or a certificate of use, whichever occurs sooner. The second installment shall be in the amount of at least 25 percent of the total fee amount due, and shall be paid no later than the second anniversary date of the execution of the agreement. A third and final payment of 25 percent of the total fee may be authorized by the agreement, and shall be due no later than the third anniversary date of the execution of the agreement. A property owner subject to an In-Lieu of Parking Fee Agreement may make a redemption payment of the remainder of the amount due pursuant to the agreement, at any time prior to the final required payment.

715.3.1.3. On-Site Parking.

(a) ~~A.~~ All parking lots, garages, and Parking Structures shall be located at the rear of all buildings.

(b) ~~B.~~ Parking Areas shall be accessed from side and back streets and from adjacent properties. Access to Parking Areas from SR-7 shall be avoided unless no other access is available.

(c) ~~C.~~ Large Surface Parking Lots shall be visually and functionally segmented into several smaller lots through the use of structures and landscaping. Designs that reduce visibility, especially between Parking Areas and business entrances, shall be discouraged.

(d) ~~D.~~ Surface Parking Areas shall be obscured from Frontages by a building or Street Screen.

(e) ~~E.~~ Existing Surface Parking Lots are intended to be reduced, over time, through redevelopment and/or construction of structured parking facilities.

(f) ~~F.~~ Parking Areas shall not abut street intersections or terminate a street vista. On-street parking shall not be closer than 25 feet to a street intersection, measured from the extended right-of-way lines.

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715.3.1.4. On-Street Parking (Parallel Parking).

(a) ~~A.~~ On-street parking is not allowed on State Road 7.

(b) ~~B.~~ On-street parking located adjacent to a building or lot shall count toward fulfilling the parking requirements for that building or function.

715.3.1.5. Shared Parking.

(a) ~~A.~~ The parking requirements for buildings containing more than one function shall be the total of the amount of parking required for each function.

(b) ~~B.~~ Shared Parking Areas shall be located no further than one-quarter mile of the building or function utilizing the Shared Parking capacity.

(c) ~~C.~~ Cross-access easements or similar mechanisms approved by the City Attorney shall be used to provide joint access between Shared Parking Areas.

(d) ~~D.~~ In a Parking Structure or Garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.

(e) ~~E.~~ Parking Structures shall have Liner Buildings along primary frontages and landscape bufferyards adjacent to residential properties.

(f) ~~F.~~ Vehicular entrances to parking lots, Parking Garages, and Parking Structures shall be no wider than 24 feet at the Build-to Line.

(g) ~~G.~~ Pedestrian walkways shall be integrated, to the extent possible, into the interior and/or perimeter landscaping of parking lots; constructed with brick pavers, stamped concrete or a paved or similarly firm surface, at least six feet in width; and separated from vehicular and Parking Areas by grade, Curbing and/or vegetation, except for necessary ramps.

(h) ~~H.~~ Pedestrian exits from all parking lots, garages, and Parking Structures shall be directly to a Build-to Line except underground levels which may be exited by pedestrians directly into a building.

(i) ~~I.~~ Parking facilities and appurtenant driveways shall be designed to maximize the safety and convenience of pedestrians walking between parked cars and business entrances as well as between external points and locations on-site.

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715.3.1.6. Loading and Service Areas.

(a) ~~A.~~ Loading docks, solid waste facilities, recycling facilities and other service areas shall be located to the rear or side of a building in visually unobtrusive locations.

(b) ~~B.~~ All trash and recycling service areas shall be enclosed so as not to be visible.

(c) ~~C.~~ Loading docks and service areas shall be permitted on Frontages only by Administrative Approval.

715.3.1.7. Amenities. A minimum of one bicycle rack place shall be provided within a Pedestrian Zone for every ten vehicular parking spaces required by this Code within the Mixed-Use High and Mixed-Use Low districts.

* * *

715.3.3. Landscape standards. Development within the TOCD shall be ~~governed by~~ exempt from full compliance with the landscape standards of Chapter 9 Landscaping Requirements and Tree Conservation of the LDC, and governed by Table 4. Public Planting. Specifically, sites shall incorporate the design intent of the standards, but do not have to meet the particular planting requirements for accessways (Section 901.5), street trees (Section 901.6, other than noted in this section), pedestrian landscape zone (Section 901.4.1) and bufferyard width requirements (Section 905 Table 3). If building setbacks of a minimum of 8 feet in width are achievable for perimeters other than the primary frontage (which typically is provided with a pedestrian zone including a street scape pattern described in Section 715.3.2 above), then bufferyard planting requirements shall apply. Building setbacks less than 8 feet in width shall not require shade trees. Trees and landscape shall be required for streets, medians, squares, plazas, and private property in accordance with the following:

715.3.3 A Street Trees: Street trees shall be placed at a maximum average spacing of thirty-five (35) feet on center. Street trees shall have a minimum caliper of three inches and a minimum clear trunk height of eight feet at the time of planting. Palms require a maximum average spacing of twenty-five (25) feet. Street trees shall be planted in one or more of the following methods of installation:

(a) Tree Grates: Trees shall be planted within openings in the sidewalk, which shall be covered by permanently installed gates perforated to permit natural irrigation and flush and shall be flush with the surrounding sidewalk.

(b) Tree Planters: Trees are planted within a raised planter located on the sidewalk, shall be defined on all sides by a permanent masonry structure to consist of a minimum six inch raised curb. The area within the planter, in addition to the required trees, shall be planted with ground cover, shrubs and other appropriate plant material.

(c) Continuous Planting Strips: Trees are planted in the area between the curb or roadway edge and the sidewalk and shall include grass and ground cover. This option is not permitted along frontages where the ground story of buildings is occupied by storefronts. Street trees shall not be required where colonnades are provided and the swale area is less than eight feet in width; however, if at least 5 feet are provided, then planters and trellises may be substituted.

715.3.3 B Median Trees: Median trees shall have a minimum caliper of three inches and a minimum clear trunk height of eight feet at the time of planting, and shall provide 100% canopy coverage within two years of installation.

715.3.3 C Plot Requirements: 15 trees per net acre of lot area with a minimum three inches of caliper and eight feet of clear trunk height at time of planting.

715.3.3 D At-Grade Parking Lots: Parking areas not covered by a parking structure shall meet the landscaping requirements of Section 901.8.

All landscaped areas shall be continuously maintained in a good, healthy condition and sprinkler systems of sufficient size and spacing shall be installed to serve all required landscape areas, consistent with Section 901.14 Maintenance Requirements.

* * *

715.3.7. Special District 3 (Community Facility).

715.3.7.1. Location. Special District 3 (Community Facility) classifications shall be as depicted on the Regulating Plan.

715.3.7.2. Intent and Purpose. The Special District 3 (Community Facility) designation within the TOCD area is intended for those uses of institutional character such as places of worship, government and cultural buildings, public facilities, hospitals and parks and other facilities which generally benefit the community.

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715.3.7.3. Development Standards.

(a) ~~A.~~ Maximum height: No building or structure, or part thereof shall be erected to a height exceeding 5 stories ~~or 60 feet, whichever is less~~.

(b) ~~B.~~ Minimum lot area and width: Every plot upon which a structure is hereafter erected shall have a minimum lot size of 20,000 square feet in area and a Lot Width of not less than 100 feet.

(c) ~~C.~~ Front yards: Every plot upon which a structure is hereafter erected shall have a minimum front yard as follows:

(1) ~~1.~~25 feet in depth.

~~2. Adjacent to any trafficway depicted on the Broward County Trafficways Plan, as amended from time to time, 75 feet in depth.~~

~~3~~ (2)~~.~~No Parking Areas shall be located within 20 feet of any residentially ~~Residentially~~ zoned property or within 5 feet of any street line.

(d) ~~D.~~ Side yards: Every plot upon which a structure is hereafter erected shall have a minimum side yard of 25 feet.

(e) ~~E.~~ Rear yards: Every plot upon which a structure is hereafter erected shall have a minimum rear yard of 20 feet.

(f) ~~F.~~ Functions permitted: No building or structure, or part thereof, shall be erected, altered or used, or land used in whole or part for other than one or more of the following specific uses:

(1) ~~1.~~Parks.

(2) ~~2.~~Places of public assembly.

(3) ~~3.~~Libraries.

(4) ~~4.~~Cultural, Civic and community centers.

(5) ~~5.~~Municipal government, administration, services and maintenance facilities.

(6) ~~6.~~Police and fire protection facilities.

(7) ~~7.~~Uses generally accessory to the above principal uses.

(8) ~~8.~~The following uses if first approved by Administrative Approval:

(A) ~~(1)~~ Governmentally sponsored or subsidized Residential/care facilities for the aged and/or handicapped, nursing homes, convalescent homes, and congregate care facilities.

(B) ~~(2)~~ Hospitals and clinics.

(C) ~~(3)~~ Non-municipal governmental buildings.

(D) ~~(4)~~ Private fraternal, Civic, charitable, professional or educational non-profit organizations.

715.4.0. Graphics and tables.

A Transit Oriented Corridor is generally characterized as a developed environment within a quarter-mile of a public transit system, with building characteristics and public amenities that promote the safe movement of pedestrians.

The City of Miramar's Transit Oriented Corridor is located in historic Miramar. It is bound to the north by Pembroke Road, the east by State Road 7, the south by Countyline Road, and the west by SW 64th, SW 61st and SW 66th Avenues.

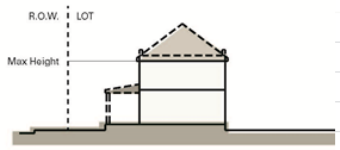
Miramar's Transit Oriented Corridor District Code (TOCD Code) is modeled after the SmartCode which is a form-based code, specifically created to facilitate mixed-use development, with access to transit stations or stops along existing and planned high performance transit service corridors.

The TOCD Code also encourages commercial functions that include shop-fronts at street level, with residential units and office space above, wide pedestrian-friendly and multimodal sidewalks, rear on-site parking, and possibly public parking facilities.

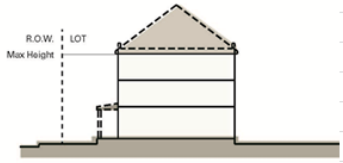
* * *

City of Miramar

RS



RM



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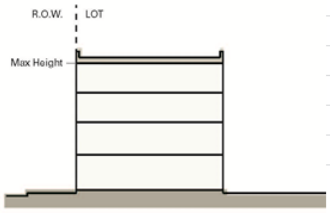

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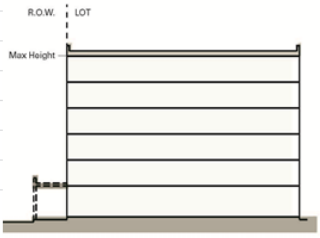

Building Placement and Character

The DRC may vary the requirements or allow an additional story as described below provided that the intent of the TOC is being satisfied.

Lot Requirements	**RS**	**RM**	**ML**	**MH**	**SD1**
Lot Width	70 ft. min.	70 ft. min.	100 ft. min.	100 ft. min.	100 ft. min.
Building Requirements					
Lot Coverage	50% max.	50% max.	80% max	80% max	80% max
~~Principal~~ Building Frontage (% of building at	~~50% max. min.~~ N/A	~~80% max.~~ 70% min.	~~80% max.~~ 70% min.	~~80%~~ 70% min.	~~80%~~ 70% min.
~~Secondary Frontage~~	~~50% max.~~	~~50% max.~~	~~50% min.~~	~~50% min.~~	~~50% min.~~
Setbacks Minimum					
Principal Front	~~25 ft. max.~~ 20 ft	~~25 ft. max. 20 ft~~ N/A	~~20 ft. max.~~ N/A	~~20 ft. max.~~ N/A	~~20 ft. max.~~ N/A
Side Street	~~12 ft. max~~ 15 ft. ~~min~~	~~15 ft. max. min.~~ N/A	~~20 ft. max.~~ N/A	~~20 ft. max.~~ N/A	~~20 ft. max.~~ N/A
Side (interior)	~~12 ft. max.~~ 5 ft. ~~min~~	~~15 ft. max.~~ 5 ~~min.~~	~~24 ft. max.~~ 5 ft. ~~min.~~	~~15~~ 5 ft. ~~min.~~	~~15~~ 5 ft. ~~min.~~
Rear	25 ft. ~~min.~~	~~12~~ 10 ft. ~~min.~~	~~3~~ 5 ft. ~~min.~~	~~3~~ 5 ft. ~~min.~~	5 ft. ~~min.~~
~~Rear (Water)~~	~~30 ft. min.~~	~~30 ft. min.~~	~~30 ft. min.~~	~~30 ft. min.~~	~~30 ft. min.~~
~~Corner~~	~~15 ft. min.~~	~~15 ft. min.~~	~~20 ft. max.~~	~~20 ft. max.~~	~~20 ft. max.~~
Build-to-Lines and Pedestrian Zones (Front and Side streets)					
*Primary Streets	~~front setback~~ N/A	~~front setback~~ 10 ft. ~~max~~	~~20~~ 10 ft. ~~max.~~	~~20~~ 10 ft. ~~max.~~	~~20~~ 10 ft. ~~max.~~
Secondary Streets	~~side setback~~ N/A	~~side setback~~ 15 ft. ~~max~~	15 ft. ~~max.~~	15 ft. ~~max.~~	15 ft. ~~max.~~
All other streets	~~front setback~~ N/A	~~front setback~~ 15 ft. ~~max~~	15 ft. ~~max.~~	15 ft. ~~max.~~	15 ft. ~~max.~~
Area between building and right of way shall include a minimum five foot sidewalk and landscaping.					
*Zero feet if a Colonnade is provided.					
Height					
Min	1 story ~~min.~~	1 story ~~min.~~	2 stories ~~min.~~	3 stories ~~min.~~	2 story ~~min.*~~
	~~15 ft. min.~~	~~15 ft. min.~~	~~25 ft. min.~~	~~35 ft. min.~~	~~25 ft. min.~~
Max	2 stories ~~max.~~	3 stories ~~max.~~	4 stories ~~max.~~	6 stories ~~max.~~	6 stories ~~max.*~~
	~~25 ft. max.~~	~~35 ft. max.~~	~~60 ft. max.~~	~~80 ft. max.~~	~~80 ft. max.~~
* If a public open space or plaza is provided, a development site may be eligible for a one story increase in the maximum heights shown above.					
Site design and size of the public space shall be the primary criteria for allowing an additional story.					
	~~*2-6-Story with some variation, 3-6-Story on SR7, 1-2-Story on SW 60th Way~~				

* * *

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

TABLE 9A. SPECIFIC FUNCTION AND USE					
• = Permitted Blank = Not Permitted		• = By Administrative Approval • = Conditional Use Approval per § 503.4 LDC			
	RS	RM	ML	MH	SD1
a. RESIDENTIAL					
Accessory Unit	•	•	•	•	•
Apartment Building		•	•	•	•
Duplex House		•			
Single Family Residence	•	•			
Live/Work Unit	•	•	•	•	•
Mixed Use Building			•	•	•
K-12 School	•	•			
b. LODGING/HOTEL					
Bed & Breakfast		•	•		
Hotel			•	•	
Inn		•	•	•	•
c. OFFICE					
Business and Professional			•	•	•
Medical/Dental			•	•	•
Office Building			•	•	•
Work-Live	•	•	•	•	•
d. COMMERCIAL					
Banks, Financial Institutions			•	•	•
Display Gallery			•	•	•
Entertainment			•	•	•
Kiosk			•	•	•
Liquor Selling Establishment			•	•	•
Open-Air Market			•	•	•
Personal Service			•	•	•
Push Cart			•	•	•
Restaurant			•	•	•
Commercial Use with Drive Through Facility			•	•	•

Retail Building/Store			•	•	•
Childcare Center/School			•	•	•
Funeral Home/Mortuary			•	•	•
e. CIVIC					
Bus Shelter	•	•	•	•	•
Convention Center			•	•	
Conference Center			•	•	•
Exhibition Center			•	•	•
Fountain or Public Art	•	•	•	•	•
Library			•	•	•
Live Theater			•	•	•
Movie Theater			•	•	•
Museum			•	•	•
Outdoor Auditorium			•	•	•
Parking Structure		•	•	•	•
Passenger Terminal				•	
Playground	•	•	•	•	•
Sports Stadium					
Surface Parking Lot			•	•	•
Religious Assembly	•	•	•	•	•
Fire Station	•	•	•	•	•
Police Station	•	•	•	•	•
f. OTHER: EDUCATION					
College			•	•	
Trade School			•	•	•

***** Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

Section 8: That sections 809.9, 809.13, 809.17, and 809.18 of the Land Development Code of the City Code of the City of Miramar, Florida, are hereby amended to read as follows*:

* * * * * * * * * * *

809.9. Gazebos and Pergolas. Gazebos shall be permitted in all residential districts, subject to the following:

(a) Gazebos and pergolas ~~No gazebos~~ shall not be permitted within the required front yard area, or within utility, drainage, landscape bufferyard or access easements.

(b) Gazebos and pergolas must be set back at least six feet from the side and rear lot lines.

(c) Gazebos ~~No gazebo~~ shall have a maximum area (footprint) ~~larger than~~ of ~~100~~ 150 square feet per 5,000 square feet of lot area. Pergolas for properties less than a ¼ acre shall be limited to 250 square feet; properties greater than ¼ acre up to 2 acres may have up to 500 square feet; and properties greater than 2 acres may have a pergola up to 1,000 square feet.

* * * * * * * * * * *

809.13. Utility sheds. Utility sheds shall be permitted in all residential districts, subject to the following:

(a) *Number:* ~~Number of sheds permitted:~~ ~~No more than~~ a maximum of one utility shed shall be permitted for each parcel or lot, except that on lots or parcels located within the Rural (RL), Suburban Estate (E), and Estate (RS1) zoning districts, a maximum of two ~~sheds~~ shall be permitted.

(b) *Location:* ~~No utility shed shall~~ Shall not be permitted in any required front ~~or side yard~~ area or within utility, drainage landscape bufferyard or access easements.

* Additions to existing text are shown in **underlined text**; deletions are shown in ~~**strikenthrough text**~~; and changes between first and second reading are shown in highlighted text.

(c) *Size and height:* The maximum area ~~dimensions of a utility shed~~ shall be no more than 100 square feet in footprint and eight ~~six and one-half~~ feet in height, except that on lots or parcels located within the Rural (RL), Suburban Estate (E), and Estate (RS1) zoning districts, up to 240 square feet of total combined footprint area (e.g., one 240 square foot shed or two 120-square-foot sheds), and ten feet in height are permitted.

(d) *Setbacks:* Rear and side setbacks for utility sheds on single-family and duplex lots shall be a minimum of three feet from the lot lines as long as they are not within any easements; except that on lots or parcels located within the Rural (RL), Suburban Estate (E), and Estate (RS1) zoning districts, utility sheds that exceed 100 square feet in area and/or ten ~~six and one-half~~ feet in height; must maintain a minimum 25-foot side and rear setback.

(e) Except for lots containing single-family and duplex residences, which are subject to paragraph (d) above, utility sheds within RM multi-family districts are subject to the setback and landscape bufferyard requirements of the zoning district and to Community Appearance Board (CAB) approval. Metal is prohibited.

(f) Utility sheds are to be used for storage only. No plumbing connections are permitted.

(g) Use of utility sheds for residential purposes is strictly prohibited.

* * * * * * * * * * *

809.17. Patios on single-family, ~~and~~ duplex and fee-simple multi-family lots; setback requirements and provision of on-site drainage.

(a) *Side setback:* Same as required structure setback; however patios on attached multi-family units must maintain at least a 2 foot side setback.

(b) *Rear setback:* Five feet and outside of any dedicated easements.

***** Additions to existing text are shown in **underlined text**; deletions are shown in **~~strikenthrough text~~**; and changes between first and second reading are shown in highlighted text.

(c) *Drainage provision.* Rainwater runoff must be maintained on the property. Rainwater shall not be allowed to flow onto or across any adjoining property or sidewalk, either public or private. Exception: Rainwater may flow into a street gutter, storm sewer, or storm sewer catch basin if first approved by the engineering department.

* * * * * * * * * * *

809.18. Walkways on single-family, ~~and~~ duplex and multi-family lots; setback requirements and provision of on-site drainage.

(a) *Setback requirement.* All walkways or sidewalks within single-family and duplex and multi-family lots shall be set back a minimum of two feet from the side or rear property line.

(b) *Drainage provision.* Water runoff must be maintained on the property. Rainwater shall not be allowed to flow onto or across any adjoining property or sidewalk, either public or private. Exception: Rainwater may flow into a street gutter, storm sewer, or storm sewer catch basin, if first approved by the City Engineer ~~engineering department~~.

Section 9: Severability: That should any section or provision of this Ordinance, or any paragraph, section or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or part hereof, other than the part declared to be invalid.

Section 10: Intent; Inclusion in Land Development Code: That it is the intention of the City Commission of the City of Miramar that the provisions of this Ordinance shall become and be made part of the Land Development Code of the City of Miramar, and that the city-approved codifiers of this Ordinance may renumber or re-letter provisions of this Ordinance, and the word "Ordinance" may be changed to "Chapter", "Section", "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 11: Interpretation. In interpreting the provisions of this Ordinance, the following rules and symbols shall apply:

(1) Words underlined are additions to existing text.

(2) Words ~~stricken through~~ are deletions from existing text.

(3) Asterisks (* * *) indicates a deletion from the Ordinance of text existing in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.

Temp. Ord. No. 1630
09/16/15
11/12/15
01/07/16

Section 12: Effective Date: That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this ORDINANCE as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

ATTACHMENT# 1

Municipality	Hotel Code Requirements
Miramar	**Conditional Use application required** *Conditional use* shall mean uses which may be allowed under certain circumstances in a particular zoning district after review and approval by the city commission. **In addition to a City Commission Hearing, the minimum code requirements list below must be satisfied:** 1. Minimum plot area shall be two acres. 2. Any outdoor recreation areas including swimming pools shall be located at least 25 feet from the plot line of any adjacent residentially zoned property unless the adjacent property is being utilized for business related parking. 3. The minimum floor area of a rental sleeping room in a motel or hotel, which includes all areas to be individually rented by a customer, shall be 350 square feet. 4. The following amenities shall be included as part of any hotel or motel or time share unit: a. Interior corridors or hallways leading to and from rooms except emergency exits. No "catwalk" exterior hallways. b. An office or lobby containing a registration desk that is staffed by at least one hotel/motel employee 24 hours a day, and that is located in an area where the path between entrances/exits and guest room corridors and public elevators is visible to the employee. c. Meeting or conference room(s) that will seat at least 350 people at tables. d. A swimming pool of a minimum surface area of 1,250 square feet. e. An ancillary full service restaurant serving breakfast, lunch, and dinner seven days a week shall be located within the primary building and shall seat a minimum of 100 people. Any lounge facility may be permitted as accessory to the any full service restaurant, and, as a permitted accessory use, shall be exempt from the provisions of Land Development Code Section 713.3, requirement to obtain separate Conditional Use approval and distance requirements for sale of alcoholic beverages. f. Central air conditioning shall be provided for the entire building, including all individual rooms or suites (no through-the-wall air-conditioning units are permitted). g. The minimum number of rental sleeping rooms shall be 250 rooms.

Municipality	Hotel Code Requirements
Sunrise	**(4) *Hotels and motels:* The following amenities shall be included as part of any hotel or motel:** a. Interior corridors or hallways leading to and from rooms except emergency exits. No "catwalk" exterior hallways. b. An office or lobby containing a registration desk that is staffed by at least one (1) hotel/motel employee twenty-four (24) hours a day, and that is located in an area where the path between entrances/exits and quest room corridors and public elevators is visible to the employee. c. Meeting or conference room(s) that will seat at least three hundred fifty (350) people at tables as provided in the South Florida Building Code. A minimum seating capacity of one hundred seventy-five (175) persons per room must be provided to meet this requirement. d. A swimming pool of a minimum surface area of one thousand two hundred fifty (1,250) square feet. e. An ancillary full service restaurant serving breakfast, lunch, and dinner seven (7) days a week shall be located within the primary building and shall seat a minimum of one hundred (100) people. f. Central air conditioning shall be provided for the entire building, including all individual rooms or suites (no through-the-wall air conditioner units are permitted.) g. A bar/lounge facility shall be provided with a minimum seating capacity of fifty (50) seats. h. The minimum floor area of each rental sleeping room shall be three hundred fifty (350) square feet. i. The minimum number of rental hotel units shall be two hundred fifty (250). A hotel unit shall be a habitable unit used or intended to be used for sleeping but not for cooking or eating. A multi-room hotel suite shall only count as one (1) hotel unit. The foregoing requirements may be satisfied where two (2) hotel or motel establishments, each of which may include less than the number of hotel units required by "i" of this subsection, are connected to one another and provide combined or shared operations, facilities, and amenities which otherwise satisfy the requirements of this section. All hotel units and interior amenities shall be provided in the same building. The combined total number of hotel units shall be a minimum of three hundred fifty (350).

Municipality	Hotel Code Requirements
Coral Gables	**Commercial Limited District – Conditional Use** 12. Overnight accommodations. Maximum of (8) rooms when adjacent to a Single Family zoning district or Multi-family 1 district. **Commercial and Industrial District – Permitted Use** 21. Overnight accommodations
Boca Raton	**Sec. 28-743. - Conditional Use** Conditional use approval may be requested by the owner of the property in R-B-1 districts for the following uses in accordance with Division 4 of Article II: (a) Hotels, motels, tourist homes.
Fort Lauderdale	**B-2 District - Permitted Use** **Sec. 47-18.16. – Hotel Definition** A. Hotel: A hotel is a building or establishment operated or intended as a place where sleeping accommodations are provided for pay for overnight guests, as licensed by the state, and containing a central switchboard and providing daily room cleaning service. B. Hotel shall also include, but not be limited to motels, hotel suites with ten (10) or more sleeping rooms. C. Hotel sleeping rooms shall be a minimum of one hundred twenty (120) square feet in gross floor area exclusive of bathrooms, toilets, closets or similar appurtenances. Hotel suites containing kitchen or cooking facilities shall be a minimum of four hundred fifty (450) square feet in area only when located in a residential zoning district.

Municipality	Hotel Code Requirements
	D. Hotel accessory uses are permitted as provided in Section 47-19.8.
Pembroke Pines	**B-2 District – Permitted Use** Hotel and motel
Coral Springs	**B-2 District – Permitted Use** (13) Hotels and motels and time share units, subject to the following: (a) The minimum plot area shall be two (2) acres. (b) Any outdoor recreation areas including swimming pools shall be located at least twenty-five (25) feet from the plot line of any adjacent residentially zoned property unless the adjacent property is being utilized for business related parking. (c) The minimum floor area of a rental sleeping room in a motel or hotel, which includes all areas to be individually rented by a customer, shall be three hundred (300) square feet.
Miami Gardens	**Hotels – Permitted Use**

Hotels Constructed 2010 - 2015

90 SW 18th Ave - Hyatt House

Location:	Hyatt House Fort Lauderdale Cluster Fort Lauderdale Submarket Broward County Dania Beach, FL 33004	Building Type:	Hospitality/Hotel
		Status:	Built 2010
		Stories:	-
		RBA:	39,413 SF
		Typical Floor:	15,971 SF
Developer:	OTO Development	Total Avail:	No Spaces Currently Available
Management:	-	% Leased:	0%
Recorded Owner:	BRE Polygon Property Owner, LLC		

Expenses: 2014 Tax @ $4.02/sf
Parcel Number: 50-42-33-AC-0020
Amenities: 24 Hour Availability, Air Conditioning, Business Center, Fitness Center, Pool, Restaurant, Shuttle Service, Vending Machines

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455 SE 24th St - Crowne Plaza

Location:	Crowne Plaza Downtown Fort Lauderdale Cluster Downtown Fort Lauderdale Submarket Broward County Fort Lauderdale, FL 33316
Developer:	-
Management:	Luckey's Management, Inc.
Recorded Owner:	FII Hotels Inc
Expenses:	2008 Tax @ $0.05/sf
Parcel Number:	50-42-15-01-7950
Amenities:	Pool

Building Type:	Hospitality/Hotel
Status:	Built 2010
Stories:	14
RBA:	230,244 SF
Typical Floor:	16,446 SF
Total Avail:	No Spaces Currently Available
% Leased:	0%

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1650 SW 145th Ave

Location:	Southwest Broward Cluster Southwest Broward Submarket Broward County Hollywood, FL 33027
Developer:	-
Management:	-
Recorded Owner:	Spg Hotels Llc
Expenses:	2014 Tax @ $0.15/sf
Parcel Number:	51-40-22-09-0010

Building Type:	Hospitality/Hotel
Status:	Built Apr 2015
Stories:	5
RBA:	178,900 SF
Typical Floor:	31,487 SF
Total Avail:	No Spaces Currently Available
% Leased:	0%

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4801 Anglers Ave - Residence Inn by Marriott

Location:	Residence Inn by Marriott Fort Lauderdale Cluster Fort Lauderdale Submarket Broward County Dania Beach, FL 33004
Developer:	-
Management:	Larry Blumberg & Associates, Inc
Recorded Owner:	-
Expenses:	2011 Tax @ $0.45/sf
Parcel Number:	50-42-32-55-0010
Amenities:	Bus Line, Fitness Center, Pool

Building Type:	Hospitality/Hotel
Status:	Built Nov 2014
Stories:	3
RBA:	72,500 SF
Typical Floor:	21,267 SF
Total Avail:	No Spaces Currently Available
% Leased:	0%

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205 N Federal Hwy

Location:	Fort Lauderdale Cluster Fort Lauderdale Submarket Broward County Dania, FL 33004
Developer:	-
Management:	-
Recorded Owner:	Luckeys Motel Inc
Expenses:	2012 Tax @ $0.15/sf
Parcel Number:	50-42-34-01-0100
Parking:	80 free Covered Spaces are available; Ratio of 1.02/1,000 SF
Amenities:	Bus Line

Building Type:	Hospitality/Hotel
Status:	Built Sep 2013
Stories:	5
RBA:	78,615 SF
Typical Floor:	15,723 SF
Total Avail:	No Spaces Currently Available
% Leased:	0%

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2600 E Hallandale Beach Blvd - Beachwalk Resort

Location:	Beachwalk Resort Hallandale Cluster Hallandale Submarket Broward County Hallandale Beach, FL 33009	Building Type:	Hospitality/Hotel
		Status:	Built Apr 2015
		Stories:	30
		RBA:	426,930 SF
		Typical Floor:	38,486 SF
Developer:	-	Total Avail:	No Spaces Currently Available
Management:	Related - Beachwalk Resort	% Leased:	0%
Recorded Owner:	Prh-2600 Hallandale Beach Llc		

Expenses:	2012 Tax @ $0.10/sf
Parcel Number:	51-42-26-12-0010
Parking:	Free Covered Spaces
Amenities:	24 Hour Availability, Air Conditioning, Concierge, Fitness Center, Pool, Spa, Waterfront

Building Notes

Combined 300 condo and condo-hotel units

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1200 N Ocean Blvd

Location:	Pompano Beach Cluster Pompano Beach Submarket Broward County Pompano Beach, FL 33062	Building Type:	Hospitality/Hotel
		Status:	Built Sep 2013
		Stories:	8
		RBA:	260,648 SF
		Typical Floor:	32,581 SF
Developer:	-	Total Avail:	No Spaces Currently Available
Management:	-	% Leased:	0%
Recorded Owner:	Uh-Pompano Llc		

Expenses:	2012 Tax @ $0.88/sf
Parcel Number:	48-43-30-01-1410
Parking:	200 free Covered Spaces are available
Amenities:	Bus Line, Courtyard, Fitness Center, Pool, Restaurant, Waterfront

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1111 N Ocean Dr - Margaritaville Hollywood Beach Resort

Location:	Margaritaville Hollywood Beach Resort Hollywood Cluster Hollywood Submarket Broward County Hollywood, FL 33019
Developer:	-
Management:	-
Recorded Owner:	-
Parcel Number:	51-42-13-08-0010
Parking:	Free Covered Spaces
Amenities:	Bus Line, Fitness Center, Pool, Restaurant, Waterfront

Building Type:	Hospitality/Hotel
Status:	Built Oct 2015
Stories:	7
RBA:	414,267 SF
Typical Floor:	30,322 SF
Total Avail:	No Spaces Currently Available
% Leased:	0%

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5700 Reese Rd - Value Place

Location:	Value Place SW/C Fort Lauderdale Cluster Fort Lauderdale Submarket Broward County Davie, FL 33314
Developer:	-
Management:	-
Recorded Owner:	Value Place Ft Lauderdale Fl W
Expenses:	2014 Tax @ $0.36/sf
Parcel Number:	50-41-23-12-0020
Parking:	120 free Surface Spaces are available; Ratio of 1.00/1,000 SF

Building Type:	Hospitality/Hotel
Status:	Built Apr 2015
Stories:	4
RBA:	50,000 SF
Typical Floor:	11,000 SF
Total Avail:	No Spaces Currently Available
% Leased:	0%

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5740 N State Road 7 - Hampton Inn & Suites

Location:	Hampton Inn & Suites AKA 5740 N Us-441 Pompano Beach Cluster Pompano Beach Submarket Broward County Pompano Beach, FL 33073
Developer:	-
Management:	-
Recorded Owner:	Daniel E Lambert Trust
Building Type:	Hospitality/Hotel
Status:	Built Jul 2014
Stories:	5
RBA:	185,430 SF
Typical Floor:	23,201 SF
Total Avail:	No Spaces Currently Available
% Leased:	0%
Parcel Number:	48-42-07-18-0010
Amenities:	Bus Line, Business Center, Fitness Center, Freeway Visibility, Pool

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19.
QUASI-JUDICIAL
January 27, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 27, 2016

Second Reading Date: N/A

Presenter's Name and Title: Eric Silva, Director, on behalf of Community & Economic Development Department

Temp Reso Number: 5976

Item Description: Temp. Reso. No. 5976, CONSIDERING AN APPLICATION FOR EXTENSION OF SITE PLAN APPROVAL FOR SUNSET LAKES CENTER, LOCATED AT THE NORTHEAST CORNER OF MIRAMAR PARKWAY AND SOUTHWEST 186 AVENUE. (Community & Economic Development Director Eric Silva)

Consent ☐ Resolution ☐ Ordinance ☐ Quasi-Judicial ☒ Public Hearing ☐

Summary Explanation and Background: The applicant requests a third 12 month extension for the site plan approval for the Sunset Lakes Center shopping center, pursuant to Section 511.7.5 of the Land Development Code ("LDC"), which provides that a 12 month extension may be granted by the City Commission, provided that the application for same is filed prior to the expiration of the site plan approval. The applicant has been delayed by the process to obtain an access easement for the Non-Vehicular Access Line Amendment by Broward County in order to create a driveway opening along Southwest 186 Avenue. The applicant has agreed to maintain the landscaped easement areas abutting the site to the south and west in exchange for the easement, but has not yet been able to secure the access easement from the current property owner, Sunset Lakes Homeowner's Association. Furthermore, the applicant has been in litigation with the adjacent property owner, Calvary Fellowship Church, and is trying to resolve that process. In order to conform to the LDC requirements regarding obtaining a building permit within 18 months of the site plan approval, as well as the additional two years already granted by the Commission, the applicant respectfully requests additional time.

Instructions for the Office of the City Clerk: none

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR5976**
- **Attachment(s)**
  - **Attachment 1: Location Map**
  - **Attachment 2: Applicant's Request Letter with Exhibits**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Community & Economic Development Director

DATE: December 29, 2015

RE: Temp. Reso. No. 5976 considering an application for a third 12 month extension of the site plan approval for Sunset Lakes Center.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5976, considering an application for a third 12 month extension of the site plan approval for Sunset Lakes Center, located at the northeast corner of Miramar Parkway and Southwest 186 Avenue, subject to the following conditions:

1) All applicable state and federal permits shall be obtained before commencement of the development subject to this approval; and

2) The site plan approval remains subject to all conditions included in Resolutions 12-146 and 12-147.

During the past year, the applicant has actively pursued an access agreement with the Sunset Lakes HOA and the Calvary Fellowship Church, and has not yet been successful. Regardless of whether this extension is granted to this property owner at this time, the property under any future ownership would still be subject to approval of an access point allowing egress from the site in order to have a viable site plan. Staff is supporting this application because the applicant has made a considerable effort to resolve the access issue. Once an access agreement is executed, the property owner is prepared to file for a building permit. If an extension is not granted, the owner would incur additional expenses related to consultant fees and processing, as well as time delays related to the site plan approval process. Since the property owner is prepared to develop in accordance with the 2012 approval, the exercise of an additional review process would not result in any substantive changes, it would only result in the property remaining vacant for a longer period of time.

ISSUE: The applicant requests a third 12 month extension for the site plan approval for the Sunset Lakes Center shopping center, pursuant to Section 511.7.5 of the Land Development Code ("LDC"), which provides that a 12 month extension may be granted by the City Commission, provided that the application for same is filed prior to the expiration of the site plan approval. The applicant has been delayed by the process to obtain an access easement for the Non-Vehicular Access Line Amendment by Broward County in order to create a driveway opening along Southwest 186 Avenue. The applicant has agreed to maintain the landscaped easement areas abutting the site to the south and west in exchange for the easement, but has not yet been able to secure the access easement from the current property owner, Sunset Lakes Homeowner's Association. Furthermore, the applicant has been in litigation with the adjacent property owner, Calvary Fellowship Church, and is trying to resolve that process. In order to conform to the LDC requirements regarding obtaining a building permit within 18 months of the site plan approval, as well as the additional two years already granted by the Commission, the applicant respectfully requests additional time.

BACKGROUND: Site Plan (Application 12-SP-02) and Community Appearance Board ("CAB") (Application 12-CAB-03) approvals were originally granted for the Sunset Lakes Center project on July 3, 2012 by Reso. Nos. 12-146 and 12-147, respectively. The City Commission granted a 12 month extension for this site plan on January 15, 2014 by Reso. No. 14-72. A second extension was granted on January 14, 2015 by Reso. No. 15-61.

In accordance with LDC Section 511.7.5, Time Limit for Approved Plans (Site Plans), site plan approvals are valid for 18 months from the date of approval; if no building permit is issued within that time, the approval expires, unless an extension is requested and granted. The LDC does not provide an expiration date for the CAB approval and therefore does not require that the CAB approval be granted an extension. However, staff considers the CAB approval to be tied to the site plan approval.

One of the Broward County Highway Construction and Engineering Division Conditions of Approval for the Amendment to the Non-Vehicular Access Line is to provide a 40' wide by 20' deep access easement across Parcel B-3, connecting the land between the new 40 foot opening and Southwest 186th Avenue. Parcel B-3 is a 20' strip of land owned by the Sunset Lakes HOA. According to the applicant, the current property owner and their legal team have been working to secure this easement but have not been able to obtain final approval from the Sunset Lakes HOA Board. The previous owner had obtained a verbal approval from the Board to maintain all of the grass and trees located in Parcel B-3, that wraps the subject site to the west and south in exchange for the easement.

The applicant has continued to pursue negotiations with the Sunset Lakes HOA for an easement but with no success. Recently, the applicant and their legal team have been negotiating with the parcel immediately north of the site in order to obtain approval for a cross-access easement. This would provide egress from the site. Due to the on-going negotiations, the applicant respectfully requests a third extension of the site plan approval in order to work out the access easement with the property owner to the north.

The applicant is proposing to develop a 16,960 square foot shopping center on a 2.2-acre site. The site plan proposes two buildings on the property, a 6,960 square foot retail building and a freestanding, 10,000 square foot daycare, The Learning Experience. It is adjacent to the existing Shops at Sunset Lakes, which lies to the east, and the Calvary Fellowship Church, which has recently completed construction of Phase I of their property, on the parcel to the north.

Temp. Reso. No. 5976
12/28/15
1/18/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING AN APPLICATION FOR EXTENSION OF SITE PLAN APPROVAL FOR SUNSET LAKES CENTER, LOCATED AT THE NORTHEAST CORNER OF MIRAMAR PARKWAY AND SOUTHWEST 186 AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 511.1 of the City of Miramar Land Development Code ("LDC") provides for site plan review and approval; and

WHEREAS, on July 3, 2012, the City Commission granted site plan approval for Application No. 12-SP-02, Sunset Lakes Center, by adoption of Reso. No. 12-146; and

WHEREAS, pursuant to Section 511.7.5 of the LDC, site plan approval expires if the recipient does not obtain a building permit for the proposed development within 18 months after the date of approval; and

WHEREAS, Section 511.7.5 of the LDC further provides that the applicant may request an extension of site plan approval for up to 12 months; and

WHEREAS, on January 15, 2014, the City Commission granted site plan approval extension for Application No. 12-SP-02, Sunset Lakes Center, by adoption of Reso. No. 14-72; and

WHEREAS, on January 14, 2015, the City Commission granted a second site plan approval extension for Application No. 12-SP-02, Sunset Lakes Center, by adoption of Reso. No. 15-61; and

WHEREAS, pursuant to Section 511.7.5 of the LDC, the applicant is requesting an additional 12 month extension to the site plan approval in order to acquire an access easement to be able to obtain a building permit; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the extension of site plan approval for the Sunset Lakes Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it finds that granting of a third 12 month extension of the site plan approval for Sunset Lakes Center is in substantial compliance with Section 511 of the LDC.

Section 3: That it approves applicant's request for a third 12 month extension of the site plan approval for application 12-SP-02, Site Plan, for Sunset Lakes Center, as previously extended by Reso. No. 15-61 on January 14, 2015.

Section 4: That the following conditions shall apply:

1. All applicable state and federal permits shall be obtained before commencement of the development subject to this approval; and

2. The site plan approval remains subject to all conditions included in Resolutions 12-146 and 12-147.

Temp. Reso. No. 5976
12/28/15
1/18/16

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

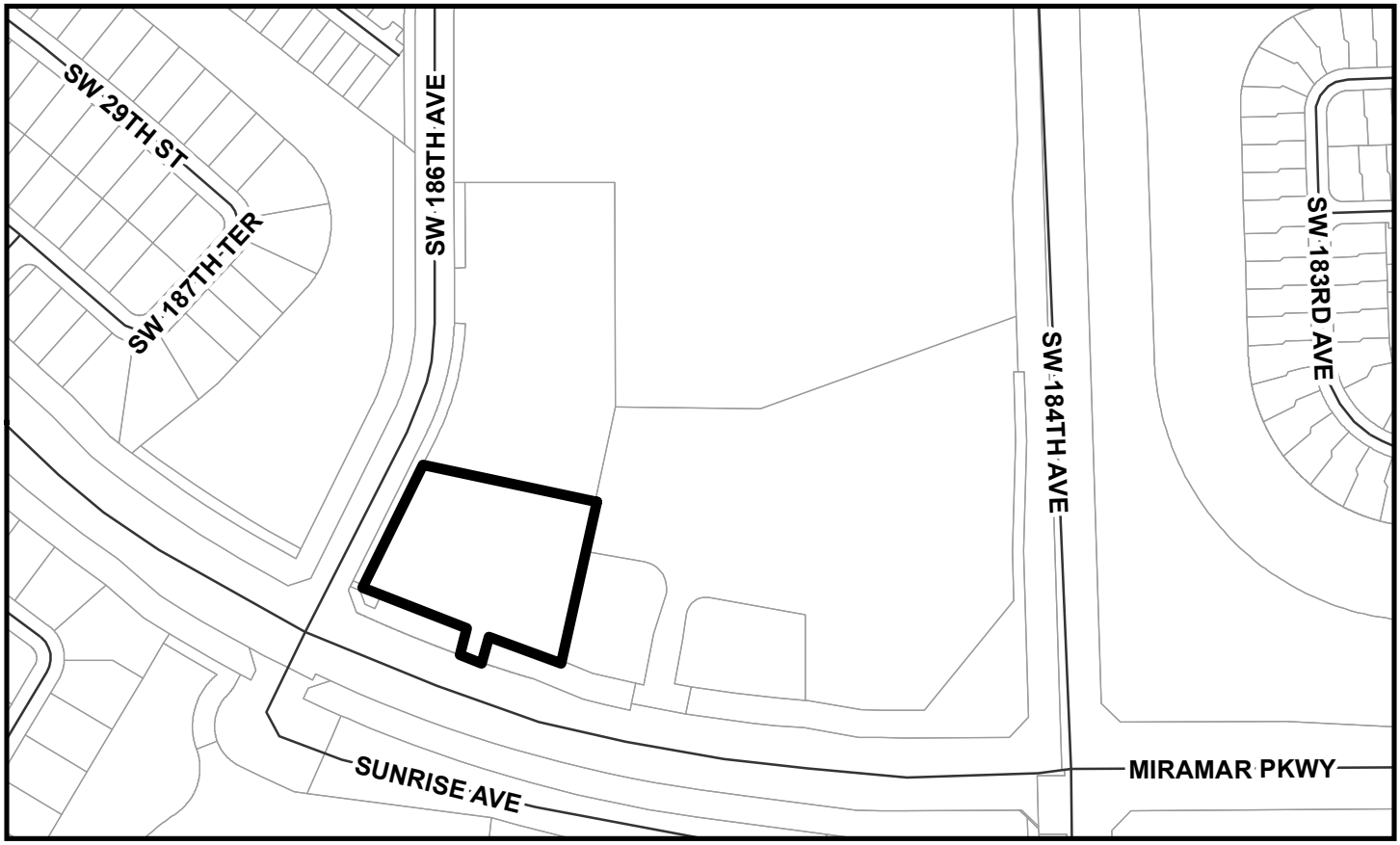
I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Location Map/Aerial View
12-SP-02

Attachment 1



ATTACHMENT 2

GreenspoonMarder LAW
888-491-1120
www.gmlaw.com

From the desk of:
Alicia J. Lewis, Esq.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Phone: 954.491.1120
Fax: 954.771.9264
Direct Phone: 954.527.6276
Direct Fax: 954.333.4176
Email: alicia.lewis@gmlaw.com

December 17, 2015

Mr. Michael Alpert, AICP
Miramar Community Development Department
2200 Civic Center Place
Miramar, FL 33025

Re: Request for Site Plan Approval Extension (Sunset Lakes Center)

Dear Mr. Alpert,

Fragamar, LLC ("Fragamar") owns approximately 2.2 acres of vacant property ("Property") located at the Northeast corner of Miramar Parkway and Southwest 186th Avenue in Miramar, Florida ("City"). The Property is adjacent to the Shops at Sunset Lakes and Calvary Fellowship Church ("Calvary") and is Parcel P-1 of the Sunset Lakes Plat (Book 163/ Page 20). MMG Equity Partners ("MMG") manages the Property on behalf of Fragamar and submitted plans to the City to construct the Sunset Lakes Shopping Center ("Sunset Lakes Center"). The proposed Sunset Lakes Center consists of a 6,960 square foot retail building and a 10,000 square foot freestanding child care facility.

Pursuant to the procedural rules provided in Section 813 of the City's Land Development Code ("City Code"), MMG submitted an application (12-CAB-03) to the City's Community Appearance Board ("CAB") for the proposed Sunset Lakes Center. The application was reviewed by the CAB for compliance with the design criteria and minimum aesthetic standards. On May 23, 2012, the CAB determined that the proposed Sunset Lakes Center substantially complied with the criteria set forth in Section 813 of the City Code (Resolution No. 12-147). Following CAB approval, MMG's site plan application (12-SP-02) was reviewed and approved by the City Commission on July 3, 2012 (Resolution No. 12-146).

In conjunction with the CAB and site plan applications, MMG submitted applications to the City and Broward County ("County") to amend the Property's Non-Vehicular Access Line ("NVAL Amendment") and the Sunset Lakes plat note ("Plat Note Amendment"). The NVAL Amendment was necessary to create a driveway opening on the Property along Southwest 186th Avenue. Both applications were approved by the City's Community Development Director, Harold Zombek, on February 23, 2012, and submitted to the County on March 30, 2012. The County Commission approved the applications on June 12, 2012 subject to the condition that the

Property owner obtain an access easement (40' wide 20'deep) across Parcel B-3 of the Sunset Lakes Plat. Parcel B-3 is a 20' strip of land between the western portion of the Property and Southwest 186th Avenue. The Property's new 40' driveway cannot connect to Southwest 186th Avenue without an access easement across Parcel B-3. Additionally, Parcel B-3 is owned by the Sunset Lakes Home Owner's Association ("HOA") although the single family homes comprising the HOA are located across 186th Avenue to the west of Parcel B-3.

The former owner of the Property contacted the HOA Board and offered to maintain all of the landscaped easement areas located within Parcel B-3, abutting the Property to the west and south, in exchange for the access easement. The HOA Board verbally accepted the former owner's offer; however, final written approval of the terms of the agreement was not obtained. Following the approval of the Plat Note Amendment by the County, Fragamar and their legal team contacted the HOA Board and the Sunset Lakes Property Manager, but were unable to obtain final written approval.

Pursuant to Section 511.7.5 of the City Code, a 12 month site plan extension may be granted by the City Commission, provided that the application for same is filed prior to the expiration of the site plan approval. On November 25, 2013, MMG submitted a letter to the City requesting a site plan extension to secure an access easement from the Sunset Lakes HOA Board or to obtain an easement to the legal plat access opening on SW 186th Avenue from Calvary Fellowship Church. The City Commission approved Temporary Resolution 5512 on January 15, 2014, granting MMG's request to extend the Sunset Lakes Center site plan (12-SP-02) for 12 months. Copies of the site plan extension request and approval are attached as **Exhibit A**.

Fragamar and Calvary own adjacent parcels of land within the Sunset Lakes Plat; specifically, Fragamar owns Parcel P-1 and Calvary owns Parcel P-2. Both parcels were originally under common ownership as one large parcel, called Parcel P. While under common ownership, Parcel P had full ingress and egress access to the public right-of-way via an 80.95' strip of land abutting Southwest 186th Avenue ("Full Access Portion"). On January 30, 2006, Parcel-P was subdivided into Parcels P-1 and P-2 by the owner, New Life Lutheran Church ("New Life"), and Parcel P-1 was sold to Fragamar. New Life retained ownership of Parcel P-2 until it was conveyed to Lutheran Church Extension on April 29, 2011and then conveyed to Calvary on January 30,2013. As conveyed to Fragamar, Parcel P-1 does not include any of the Full Access Portion of Parcel P providing access along Southwest 186th Avenue. Parcel P-1 has only limited access (ingress only) to a public right-of-way by a 40' strip of land abutting Miramar Parkway ("Limited Access Portion").

Following the approval of the site plan extension, Fragamar and their legal team continued to contact the HOA and began negotiating with Calvary. The HOA remained unresponsive and the negotiations with Calvary reached an impasse in July of 2015. On August 28, 2015, Fragamar filed a complaint against Calvary for the establishment of an implied grant of a way of necessity over a portion of Calvary's property (Case No. CACE15-015501(18). On September 22, 2015, Calvary filed a motion to dismiss the complaint. Fragamar responded to Calvary's motion to dismiss on October 26, 2015, the court set a special hearing for Calvary's motion to dismiss for November 4, 2015 and Fragamar prevailed on the motion. Calvary must now file an answer to Fragamar's complaint to proceed with the litigation. A copy of Fragamar's complaint is attached

as **Exhibit B** and a copy of Fragamar's response to Calvary's motion to dismiss is attached as **Exhibit C**.

Due to the HOA Board's unresponsiveness and the pending litigation against Calvary, Fragamar respectfully requests an additional 12 month extension of the Sunset Lakes Center site plan (12-SP-02). Fragamar will continue to contact the HOA Board and pursue the pending litigation with Calvary in order to gain an access easement along Southwest 186th Avenue. Please feel free to contact me directly should you need any additional information.

Very truly yours,

Alicia J. Lewis, Esq.

MMG REAL ESTATE

5359

63-4/630 FL
826

DATE 11-30-15

PAY TO THE ORDER OF City of Miramar $ 1,070.00

One thousand seventy Dollars 00/100 DOLLARS

Security Features Details on Back

Bank of America

ACH R/T 063100277

FOR Franchise

MP

⑈005359⑈ ⑆063000047⑆ 005498560209⑈

EXHIBIT A

22.
QUASI-JUDICIAL
January 15, 2014
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: January 15, 2014

Second Reading Date:

Presenter's Name and Title: Michael Alpert, AICP, LEED AP Senior Planner

Temp Reso Number: 5512

Item Description: Temp. Reso. No. 5512, CONSIDERING AN APPLICATION FOR EXTENSION OF SITE PLAN APPROVAL FOR SUNSET LAKES CENTER, LOCATED AT THE NORTHEAST CORNER OF MIRAMAR PARKWAY AND SOUTHWEST 186 AVENUE. (Senior Planner Michael Alpert)

Consent ☐ Resolution ☐ Ordinance ☐ Quasi-Judicial ☒ Public Hearing ☐

Summary Explanation and Background: The applicant requests a 12 month extension for the site plan approval for the Sunset Lakes Center shopping center, pursuant to Section 511.7.5 of the Land Development Code ("LDC"), which provides that a 12 month extension may be granted by the City Commission, provided that the application for same is filed prior to the expiration of the site plan approval. The applicant has been delayed by the process to obtain an access easement in order to be granted the Non-Vehicular Access Line Amendment by Broward County in order to create a driveway opening along Southwest 186 Avenue. The applicant has agreed to maintain the landscaped easement areas abutting the site to the south and west in exchange for the easement, but has not yet been able to secure the access easement from the property owner. The current property owner is the Sunset Lakes Homeowner's Association. In order to conform to the LDC requirements regarding obtaining a building permit within 18 months of the site plan approval, the applicant respectfully requests additional time.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Attachments:
1. **Location Map/Aerial View**
2. **Applicant's Request**
3. **Approved Resolutions 12-146 and 12-147**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

DATE: November 26, 2013

RE: Temp. Reso. No. 5512, considering an application for a 12 month extension of the site plan approval for Sunset Lakes Center, located at the northeast corner of Miramar Parkway and Southwest 186 Avenue.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5512, subject to the following conditions:

1) All applicable state and federal permits shall be obtained before commencement of the development subject to this approval; and

2) The site plan approval remains subject to all conditions included in Resolutions 12-146 and 12-147.

ISSUE: The applicant requests a 12 month extension of the site plan approval for the Sunset Lakes Center shopping center. The applicant has been delayed by the process to obtain an access easement in order to be granted the Non-Vehicular Access Line Amendment by Broward County in order to create a driveway opening along Southwest 186 Avenue. The applicant has agreed to maintain the landscaped easement areas abutting the site to the south and west in exchange for the easement but has not yet been able to secure the access easement from the property owner. The current property owner is the Sunset Lakes Homeowner's Association (*see attachment 2*). Section 511.7.5 of the Land Development Code ("LDC") provides that a 12 month extension may be granted by the City Commission, provided that the application for same is filed prior to the expiration of the site plan approval. In order to conform to the LDC requirements regarding obtaining a building permit within 18 months of the date of site plan approval, the applicant respectfully requests additional time.

BACKGROUND: Site Plan (Application 12-SP-02) and Community Appearance Board ("CAB") (Application 12-CAB-03) approvals were originally granted for the Sunset Lakes Center project on July 3, 2012 by Reso. Nos. 12-146 and 12-147, respectively.

In accordance with Section 511.7.5, Time Limit for Approved Plans (Site Plans), of the LDC, site plan approvals are valid for 18 months from the date of approval; if no building permit is issued within that time, the approval expires, unless an extension is requested and granted. The LDC does not provide an expiration date for the CAB approval and therefore does not require that the CAB approval be granted an extension. Therefore, staff considers the CAB approval to be tied to the site plan approval.

With the site plan, the applicant is proposing to develop a 16,960 square foot shopping center on a 2.2 acre site. The plan proposes two buildings on the property, a 6,960 square foot retail building and a freestanding, 10,000 square foot daycare, The Learning Experience. It is adjacent to the existing Shops at Sunset Lakes, which lies to the east, and the Calvary Fellowship Church, which was recently approved (on July 3, 2013) on the parcel to the north.

Temp. Reso. No. 5512
11/27/13
12/30/13

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING AN APPLICATION FOR EXTENSION OF SITE PLAN APPROVAL FOR SUNSET LAKES CENTER, LOCATED AT THE NORTHEAST CORNER OF MIRAMAR PARKWAY AND SOUTHWEST 186 AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 511.1 of the City of Miramar Land Development Code ("LDC") provides for site plan review and approval; and

WHEREAS, on July 3, 2012, the City Commission granted site plan approval for Application No. 12-SP-02, Sunset Lakes Center, by adoption of Reso. No. 12-146; and

WHEREAS, pursuant to Section 511.7.5 of the LDC, site plan approval expires if the recipient does not obtain a building permit for the proposed development within 18 months after the date of approval; and

WHEREAS, Section 511.7.5 of the LDC further provides that the applicant may request an extension of site plan approval for up to 12 months; and

WHEREAS, pursuant to Section 511.7.5 of the LDC, the applicant is requesting a 12 month extension to the site plan approval in order to finalize the City of Miramar building permit process; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the extension of site plan approval for the Sunset Lakes Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it finds that granting of a 12 month extension of the site plan approval for Sunset Lakes Center is in substantial compliance with Section 511 of the LDC.

Section 3: That it approves the granting of a 12 month extension of the site plan approval for application 12-SP-02, Site Plan, for Sunset Lakes Center, as granted by Reso. No. 12-46 on July 3, 2012.

Section 4: That the following conditions shall apply:

1) All applicable state and federal permits shall be obtained before commencement of the development subject to this approval; and

2) The site plan approval remains subject to all conditions included in Reso. Nos. 12-146 and 12-147.

Temp. Reso. No. 5512
11/27/13
12/30/13

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
Mayor, Lori C. Moseley

_____
Vice Mayor, Alexandra P. Davis

ATTEST:

_____
Yvette M. McLeary, City Clerk

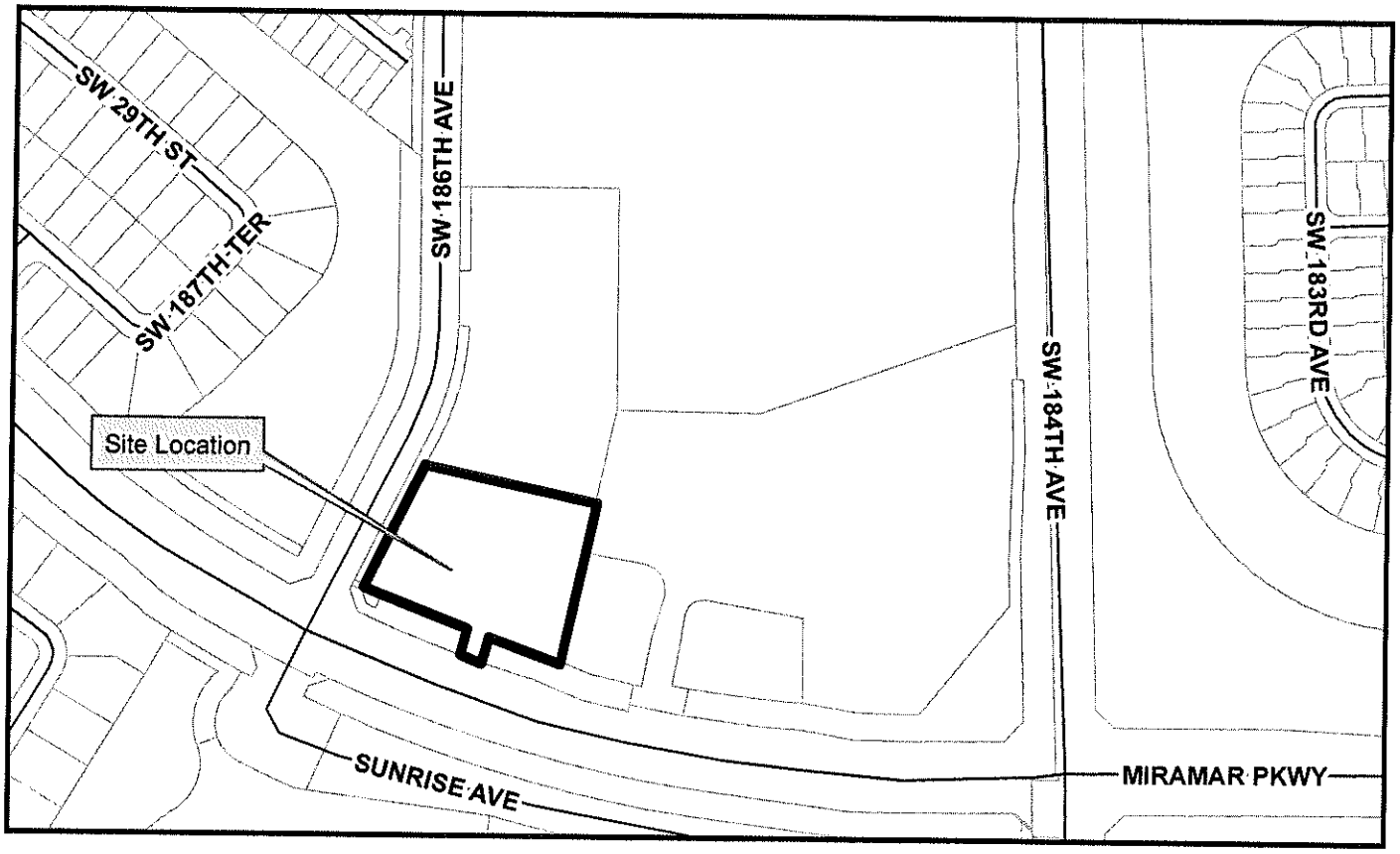
I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

_____
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

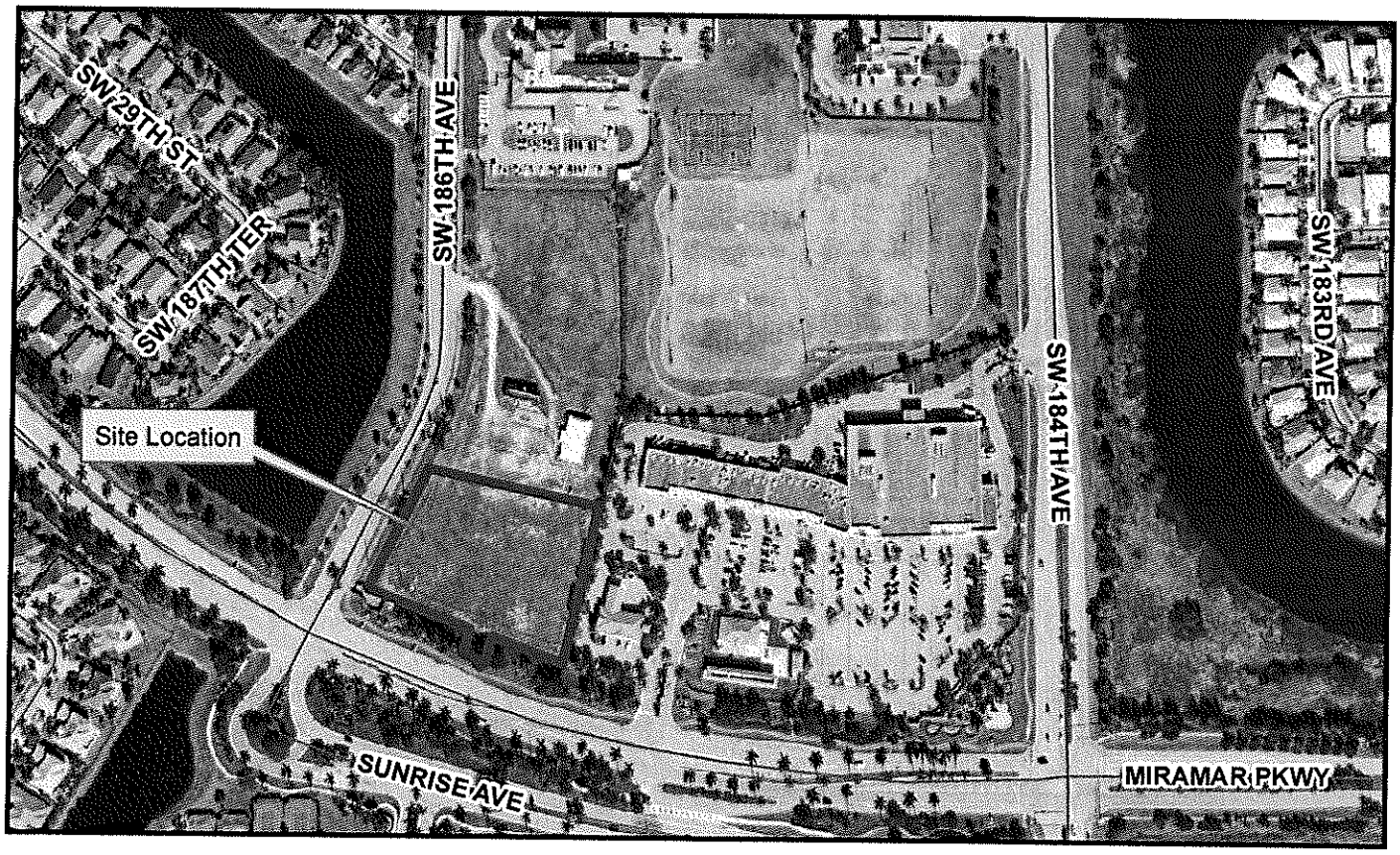
Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Alexandra P. Davis	_____
Commissioner Wayne M. Messam	_____
Mayor Lori C. Moseley	_____

12-SP-02

Attachment 1



Location Map



Aerial View

November 25, 2013

Mr. Michael Alpert, AICP
Senior Planner
Miramar Community Development Department
2200 Civic Center Place
Miramar, FL 33025

RE: Sunset Lakes Center
NEC Miramar Parkway & SW 186th Avenue
Miramar, FL
Request for Site Plan (12-SP-02) and Community Appearance Board Approval (12-CAB-03) Extension

Dear Michael,

The Miramar City Commission granted Site Plan and Community Appearance Board approval of Applications 12-SP-02 and 12-CAB-03 on July 3, 2012. In conjunction with those submittals, we submitted requests to the City requesting approval to Amend the Non-Vehicular Access Line (NVAL) on Southwest 186th Avenue, in order to allow a full directional driveway, as well as the Level of Development, which are part of the Sunset Lakes Plat (Plat Book 163, Page 20) - Parcel P. Mr. Harold Zombek approved these requests on 2/23/2012. We then submitted Plat Note Amendment applications to Broward County on March 30, 2012. Both of these Plat Note Amendments were approved by the Broward County Board of County Commissioners on 6/12/12.

One of the Broward County Highway Construction and Engineering Division Conditions of Approval from the Amendment to the Non-Vehicular Access Line is to provide a 40' wide by 20' deep access easement across Parcel B-3, connecting the land between the new 40 foot opening and Southwest 186th Avenue. Parcel B-3 is a 20' strip of land owned by the Sunset Lakes HOA. The current property owner and their legal team have been working to secure this easement but have not been able to obtain final approval from the Sunset Lakes HOA Board. The previous owner had obtained a verbal approval from the Board to maintain all of the grass and trees located in Parcel B-3, that wraps the subject site to the west and south in exchange for the easement. The new Board has proved to be more challenging.

On behalf of MMG Equity Partners, I would like to respectfully request an extension of the Site Plan (12-SP-02) and the CAB (12-CAB-03) approvals in order to work out the access easement with the Sunset Lakes HOA or work with the property owner to the north to provide an easement to the legal plat access opening on SW 186th Avenue.

Thank you for assistance with this matter. Please call me if you have any questions at (954) 426-5144.

Sincerely,

Craig McDonald
Agent for MMG Equity Partners

Temp. Reso. No. 5188
5/25/12
6/21/12

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. 12-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION 12-SP-02, SITE PLAN FOR SUNSET LAKES CENTER, LOCATED AT THE NORTHEAST CORNER OF MIRAMAR PARKWAY AND SOUTHWEST 186TH AVENUE ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 511.1 of the Land Development Code ("LDC") provides for site plan application and review; and

WHEREAS, the applicant, MMG Equity Partners, submitted a complete site plan application for review as provided in Section 511.4 of the LDC; and

WHEREAS, pursuant to Section 511.6 of the LDC, the Development Review Committee ("DRC") has reviewed the site plan application and made a determination that the site plan is in substantial conformance with the LDC; and

WHEREAS, the applicant has complied with the courtesy notice requirements of Section 501.11 of the LDC; and

WHEREAS, the Community Development Director recommends approval; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the site plan application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct, and are made a specific part of this Resolution.

Section 2: That it finds that the site plan for Sunset Lakes Center is in substantial compliance with Section 511 of the LDC.

Section 3: That it hereby approves Application 12-SP-02, Sunset Lakes Center site plan, as per the submittal approved by the DRC on June 7, 2012.

Section 4: That the following conditions shall apply to this approval:

1. Prior to the issuance of an engineering or building permit, the applicant shall provide a pervious surface for at least two rows of parking in front of the day care center.

Temp. Reso. No. 5188
5/25/12
6/21/12

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 3 day of July, 2012.

Mayor, Lori C. Moseley

Vice Mayor, Troy R. Samuels

ATTEST:

Yvette M. McLeary, City Clerk

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

7/13/12

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Requested by Administration	Voted
Commissioner Winston F. Barnes	Yes
Commissioner Alexandra P. Davis	Yes
Commissioner Wayne M. Messam	Yes
Vice Mayor Troy R. Samuels	Yes
Mayor Lori C. Moseley	Yes

Temp. Reso. No. 5189
5/25/12
6/21/12

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. 12-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION 12-CAB-03, REQUESTING COMMUNITY APPEARANCE BOARD APPROVAL FOR SUNSET LAKES CENTER, LOCATED AT THE NORTHEAST CORNER OF MIRAMAR PARKWAY AND SOUTHWEST 186TH AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 813 of the Land Development Code ("LDC") provides for minimum aesthetic standards for all site development, buildings, structures or alterations, and for objectives and procedures for review of development applications for compliance with these aesthetic standards ("Community Appearance Board (CAB) review"); and

WHEREAS, the applicant, MMG Equity Partners, has submitted a complete application for CAB review for the proposed Sunset Lakes Center, as provided for in Section 813 of the LDC; and

WHEREAS, pursuant to the established community appearance design criteria and procedural rules of Section 813 of the LDC, on May 23, 2012, the City of Miramar CAB reviewed the submitted materials for Application 12-CAB-03 and made a determination that they are in substantial conformance with the established criteria; and

WHEREAS, the Community Development Director recommends approval; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the application for CAB approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission finds that the CAB approval application for Sunset Lakes Center is in substantial compliance with Section 813 of the LDC.

Section 3: That the City Commission approves Application 12-CAB-03, CAB review of Sunset Lakes Center.

Section 4: That the following condition shall apply to this approval:

1. Prior to the issuance of a building permit, the applicant shall provide a final list of sustainable building, site, lighting and landscaping practices, consistent with the final construction documents, for review and approval by the Community Development Director.

Temp. Reso. No. 5189
5/25/12
6/21/12

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 3 day of July, 2012.

Mayor, Lori C. Moseley

Vice Mayor, Troy R. Samuels

ATTEST:

Yvette M. McLeary, City Clerk

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

7/13/12

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Requested by Administration	Voted
Commissioner Winston F. Barnes	Yes
Commissioner Alexandra P. Davis	Yes
Commissioner Wayne M. Messam	Yes
Vice Mayor Troy R. Samuels	Yes
Mayor Lori C. Moseley	Yes

EXHIBIT B

Filing # 31447888 E-Filed 08/28/2015 01:23:18 PM

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO. _____

FRAGAMAR, LLC

Plaintiff,

vs.

CALVARY FELLOWSHIP, INC.

Defendant.

_____/

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiff Fragamar, LLC hereby sues Defendant Calvary Fellowship, Inc. and alleges:

1. Plaintiff Fragamar, LLC ("Fragamar") is a Florida limited liability company.

2. Calvary Fellowship, Inc. ("Calvary") is a Florida corporation.

3. Jurisdiction and venue are both proper in this Court, as the causes of action alleged herein accrued in Broward County, Florida.

4. All conditions precedent to the filing of this action have occurred, have been waived or have otherwise been satisfied.

5. Fragamar and Calvary own adjacent parcels of real property located in Miramar, Florida. Fragamar's property, more fully detailed below, is referred to herein as Parcel P-1; Calvary's property, also more fully detailed below, is referred to herein as Parcel P-2.

6. Parcel P-1 and Parcel P-2 are bordered by SW 186th Avenue on the West; Parcel P-1 is also bordered by Miramar Parkway on the South. Parcel P-2 has full access (ingress and egress) to a public right-of-way by an 80.95-foot strip of land abutting SW 186th Avenue ("Full Access Portion"). Parcel P-1 has only limited access (ingress only) to a public right-of-way by a by a 40-foot strip of land abutting Miramar Parkway ("Limited Access Portion"). Attached as **Exhibit "1"** is a detail section of

the relevant plat, which shows both the Full Access and Limited Access Portions. Without the ability to utilize the Full Access Portion, Parcel P-1 has no reasonable means of egress.

7. Thus, at issue in this proceeding is the necessity for Fragamar to gain access to the Full Access Portion in order to have any means of egress from Parcel P-1.

8. By way of background, Parcel P-1 and Parcel P-2 were originally under common ownership as one large parcel, called Parcel P. Parcel P was created by the plat of SUNSET LAKES, recorded on July 23, 1997 at Plat Book 163, Page 20 of the Public Records of Broward County, Florida. Attached as **Exhibit "2"** is a copy of the plat. While under common ownership, Parcel P had access to both the Full Access Portion and the Limited Access Portion.

9. Parcel P was previously owned in its entirety by Sunset Lake Associates, who then conveyed the entire Parcel P to American Learning Systems, Inc. ("American Learning"). A copy of the Special Warranty Deed into American Learning is attached hereto as **Exhibit "3."** On December 21, 2001, Parcel P was then again purchased in its entirety by New Life Lutheran Church – Missouri Synod, Inc. ("New Life"). A copy of the Warranty Deed into New Life is attached hereto as **Exhibit "4."**

10. On January 30, 2006, Parcel P was subdivided when New Life sold the southern portion of Parcel P (*i.e.*, Parcel P-1) to Fragamar, and retained ownership over the northern portion (*i.e.*, Parcel P-2). A copy of the Deed conveying title to Fragamar is attached hereto as **Exhibit "5."** Fragamar is the current owner of Parcel P-1.

11. As conveyed to Fragamar, Parcel P-1 does not include any part of the Full Access Portion of Parcel P, nor any express easement granting Fragamar access to the Full Access Portion. Thus, it was at the time of this conveyance that Parcel P-1 became landlocked, with no reasonable or practicable way of egress.

12. Use of the Full Access Portion is necessary for Fragamar's reasonable use and enjoyment of its property, given that without access to the Full Access Portion, there is no way to exit Parcel P-1.

13. New Life later sold Parcel P-2 to Lutheran Church Extension Fund-Missouri Synod on April 29, 2011, which later sold Parcel P-2 to Calvary on January 30, 2013. Copies of the Lutheran Church Deed and Calvary Deed are attached hereto as **Exhibit "6"** and **Exhibit "7,"** respectively. Calvary is the current owner of Parcel P-2.

14. This is an action for declaratory and injunctive relief, pursuant to Fla. Stat. Chapter 86.

15. Stated above, Parcel P was previously owned in its entirety by a single owner. While under common ownership, Parcel P had full access to a public right-of-way via the Full Access Portion. Parcel P was then sub-divided by that common-source owner into two parcels: (i) one that Calvary now owns with full access (both ingress and egress) to a public right of way, *i.e*, Parcel P-2; and (ii) one that Fragamar now owns without full access (no means of egress) to a public right of way, *i.e.*, Parcel P-1. It was at the time of subdividing Parcel P that Parcel P-1 became cut-off from any egress access to a public road. Thus, Parcel P-1 has no reasonable or practicable way of egress except through the use of the Full Access Portion located on Parcel P-2. Fragamar's use of the Full Access Portion is reasonably necessary for the beneficial use or enjoyment of its property.

16. Fragamar maintains that it has an implied easement by necessity and is thus entitled to use the Full Access Portion. Upon information and belief, Calvary does not believe that Fragamar is entitled to utilize the Full Access Portion located on its property. Therefore, Fragamar is in doubt about its rights to use the Full Access Portion. The antagonistic and adverse interests of the parties are before the court by proper process.

17. There is a bona fide, actual, justiciable controversy existing between the parties.

18. There is an actual, practical and present need for declaratory relief because Calvary's actions in refusing to provide Fragamar with access to the Full Access Portion have restricted, and will

inevitably continue to restrict, reasonable and convenient egress from Parcel P-1, resulting in continuing and ongoing damage to Fragamar.

19. The requested declaration deals with a present, ascertained or ascertainable state of facts or presents a controversy as to a state of facts.

20. Fragamar has no adequate remedy at law.

21. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity.

WHEREFORE, Plaintiff, Fragamar, LLC requests relief as follows:

a) Declaring the rights and obligations of the parties with respect to ingress and egress to Parcel P-1;

b) Declaring that Fragamar is entitled to an implied easement by necessity, granting it access to the Full Access Portion located on P-2;

c) Declaring that Fragamar, as well as its assigns, guests, invitees, licensees and lessees, may use the Full Access Portion for the purpose of egress from Parcel P-1;

d) Compelling Calvary to provide unimpeded access to the Full Access Portion for purpose of egress from Parcel P-1;

e) Enjoining Calvary from taking any actions or otherwise obstructing Fragamar's unimpeded access to the Full Access Portion for purpose of egress from Parcel P-1; and

f) Awarding such other and further relief as may be deemed just and proper.

Dated: August 28, 2015

/s/ Glenn N. Smith, Esq.
GLENN N. SMITH, ESQ., FBN: 165334
E-mail 1: glenn.smith@gmlaw.com
E-mail 2: linda.davis2@gmlaw.com
ELIZABETH S. ADLER, ESQ., FBN: 72853
E-mail 1: elizabeth.adler@gmlaw.com
E-mail 2: LeslieAnn.Marin@gmlaw.com
GREENSPOON MARDER, P.A.
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Telephone: (954) 888-2666; Fax: (954) 333-4066
Attorneys for Plaintiff

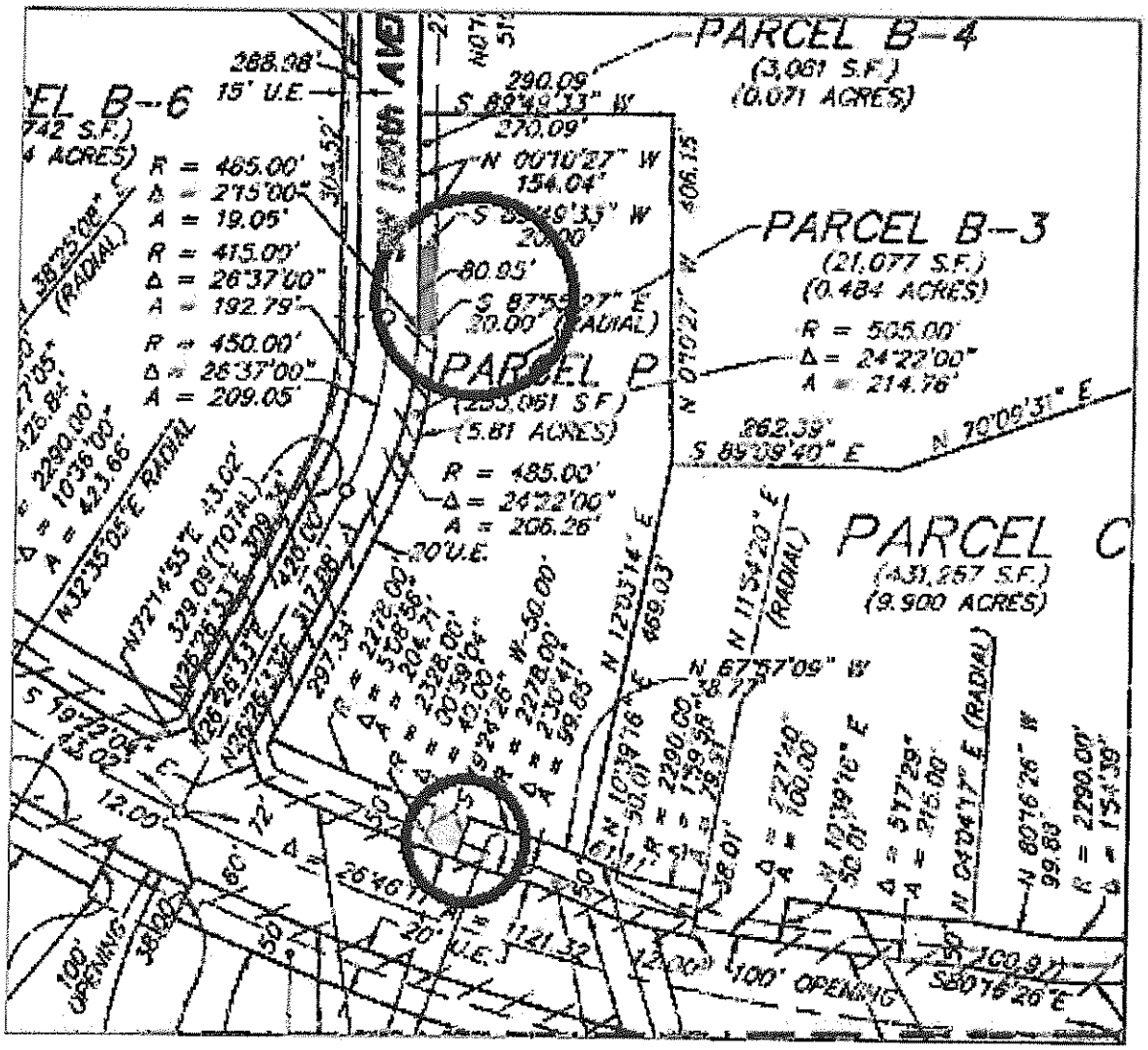

PARCEL B-4
(3,061 S.F.)
(0.071 ACRES)
PARCEL B-3
(21,077 S.F.)
(0.484 ACRES)
PARCEL C
(431,257 S.F.)
(9.900 ACRES)
PARCEL P
(253,051 S.F.)
(5.81 ACRES)
R = 485.00'
Δ = 24°22'00"
A = 206.26'
R = 505.00'
Δ = 24°22'00"
A = 214.78'
R = 485.00'
Δ = 21°5'00"
A = 19.05'
R = 415.00'
Δ = 26°37'00"
A = 192.79'
R = 450.00'
Δ = 26°37'00"
A = 209.05'
290.09'
S 89°49'33" W
270.09'
N 00°10'27" W
154.04'
80.95'
S 87°55'27" E
20.00' (RADIAL)
262.39'
S 89°09'40" E
N 79°09'31" E
N 67°57'09" W
N 11°54'20" E (RADIAL)
N 12°03'14" E
469.03'
N 10°39'16" E
N 60°16'26" W
99.83'
R = 2290.00'
Δ = 1°5'39"
S 60°16'26" E
100' OPENING
20' U.E.
15' U.E.
288.98'
406.15'
304.52'

Exhibit "1"

AMENDED 29203/1165
AMENDED 29553/0420
AMENDED 29579/0446
AMENDED 31633/1019
AMENDED 33027/1965
AMENDED 33240/0153
AMENDED 34370/1526
AMENDED 35594/0096

97-383509

PLAT BOOK 163 PAGE 26

SHEET 1 OF 10 SHEETS

SUNSET LAKES

A REPLAT OF A PORTION OF THE NORTH ONE-HALF (N.1/2) OF SECTION 25, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1 (PLAT BOOK 2, PAGE 17; DADE COUNTY RECORDS); AND A PORTION OF THE SOUTH ONE-HALF (S.1/2) OF SECTION 25 AND A PORTION OF SECTION 36, TOWNSHIP 51 SOUTH, RANGE 39 EAST, THE EVERGLADES LAND COMPANY SUBDIVISION (PLAT BOOK 2, PAGE 1; DADE COUNTY RECORDS) CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

THIS PLAT HAS BEEN RECORDED IN OR BOOK 29583 PG 797

THIS PLAT

PEMBROKE RD

LOCATION MAP

N

DESCRIPTION

MORTGAGEE APPROVAL

ACKNOWLEDGEMENT

BROWARD COUNTY PLANNING COUNCIL

BROWARD COUNTY ENGINEERING DIVISION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION

23 July 97

BROWARD COUNTY DEPARTMENT OF STRATEGIC PLANNING AND GROWTH MANAGEMENT

CITY OF MIRAMAR CITY COMMISSION

CITY ENGINEER

SOUTH BROWARD DRAINAGE DISTRICT

SURVEYOR'S CERTIFICATION

DEDICATION

ACKNOWLEDGEMENT

VOID

PLAT PREPARED BY:
CRAVEN THOMPSON & ASSOCIATES, INC
SURVEYORS ENGINEERS PLANNERS
3563 N.W. 53RD STREET FORT LAUDERDALE FLORIDA 33309
(954) 739-6400

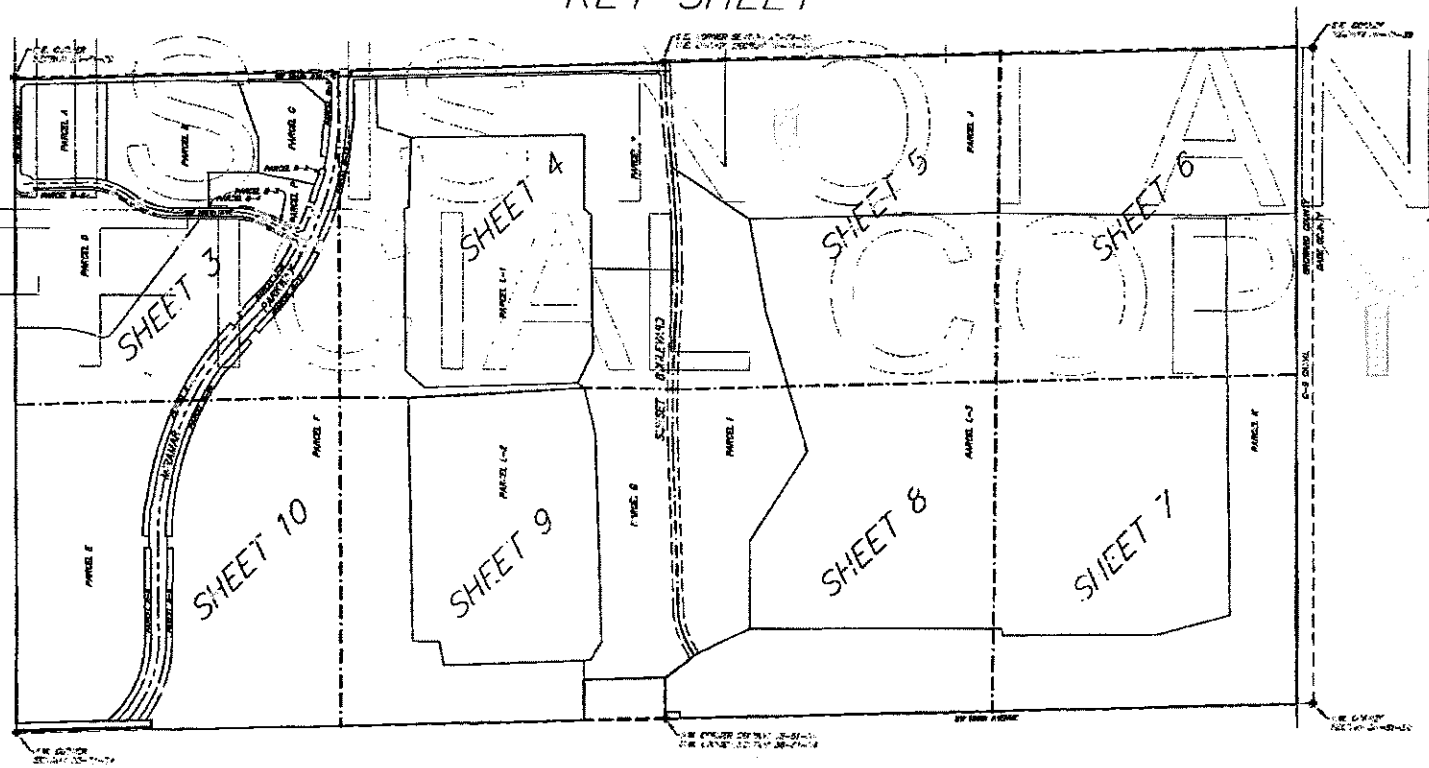
1-23-97 11:11AM OR Book 26150 P6708

Exhibit "2"

SUNSET LAKES

A REPLAT OF A PORTION OF THE NORTH ONE-HALF (N.1/2) OF SECTION 25, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1 (PLAT BOOK 2, PAGE 17; DADE COUNTY RECORDS); AND A PORTION OF THE SOUTH ONE-HALF (S.1/2) OF SECTION 25 AND A PORTION OF SECTION 36, TOWNSHIP 51 SOUTH, RANGE 39 EAST, THE EVERGLADES LAND COMPANY SUBDIVISION (PLAT BOOK 2, PAGE 1; DADE COUNTY RECORDS) CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

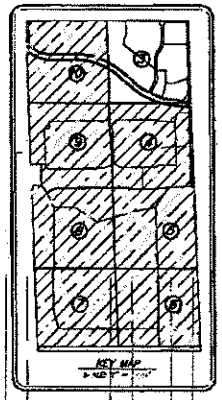
KEY SHEET

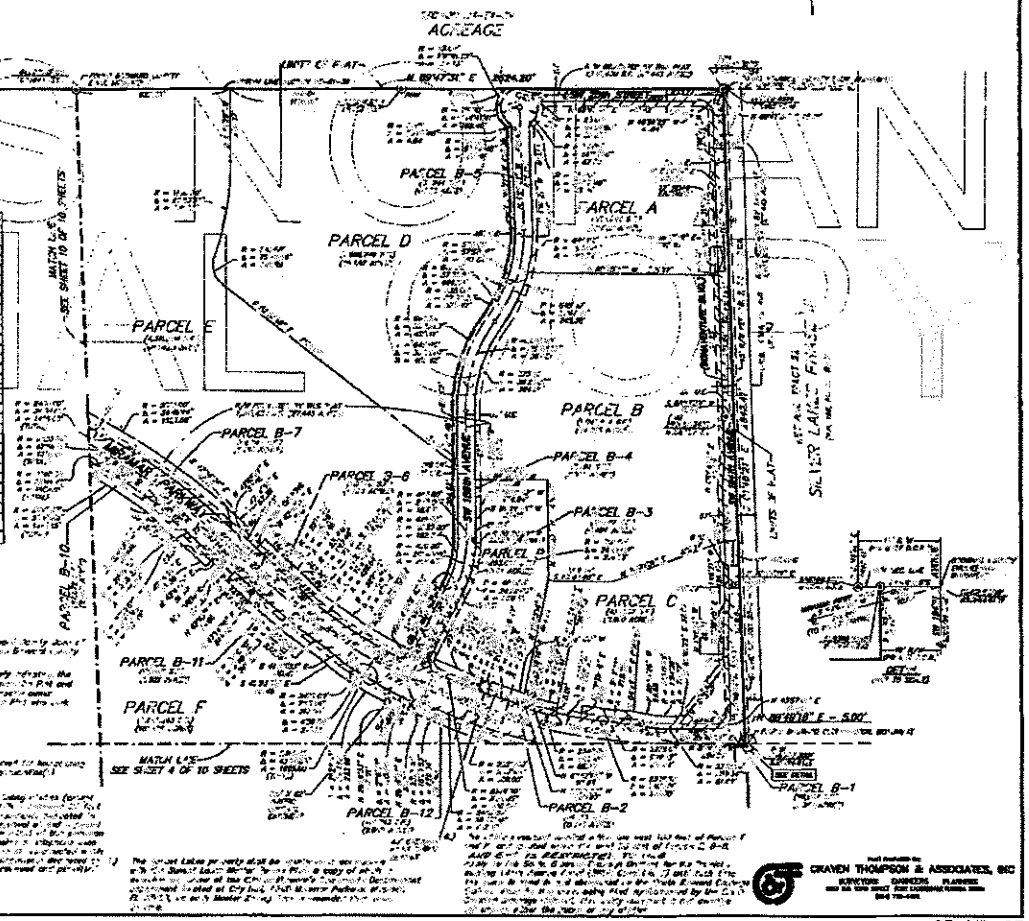


PLAT PREPARED BY:
CRAVEN THOMPSON & ASSOCIATES, INC
SURVEYORS ENGINEERS PLANNERS

SUNSET LAKES

A REPLAT OF A PORTION OF THE NORTH ONE-HALF (N.1/2) OF SECTION 25, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1 (PLAT BOOK 2, PAGE 17; DADE COUNTY RECORDS); AND A PORTION OF THE SOUTH ONE-HALF (S.1/2) OF SECTION 25 AND A PORTION OF SECTION 36, TOWNSHIP 51 SOUTH, RANGE 39 EAST, THE EVERGLADES LAND COMPANY SUBDIVISION (PLAT BOOK 2, PAGE 1; DADE COUNTY RECORDS) CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.





SURVEYOR'S NOTES:

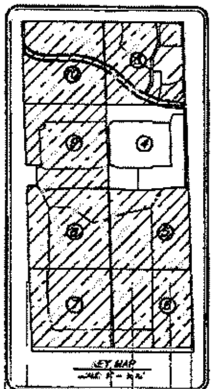
AREA TABULATION		
PARCEL	SQUARE FEET	ACREAGE
[illegible]	[illegible]	[illegible]

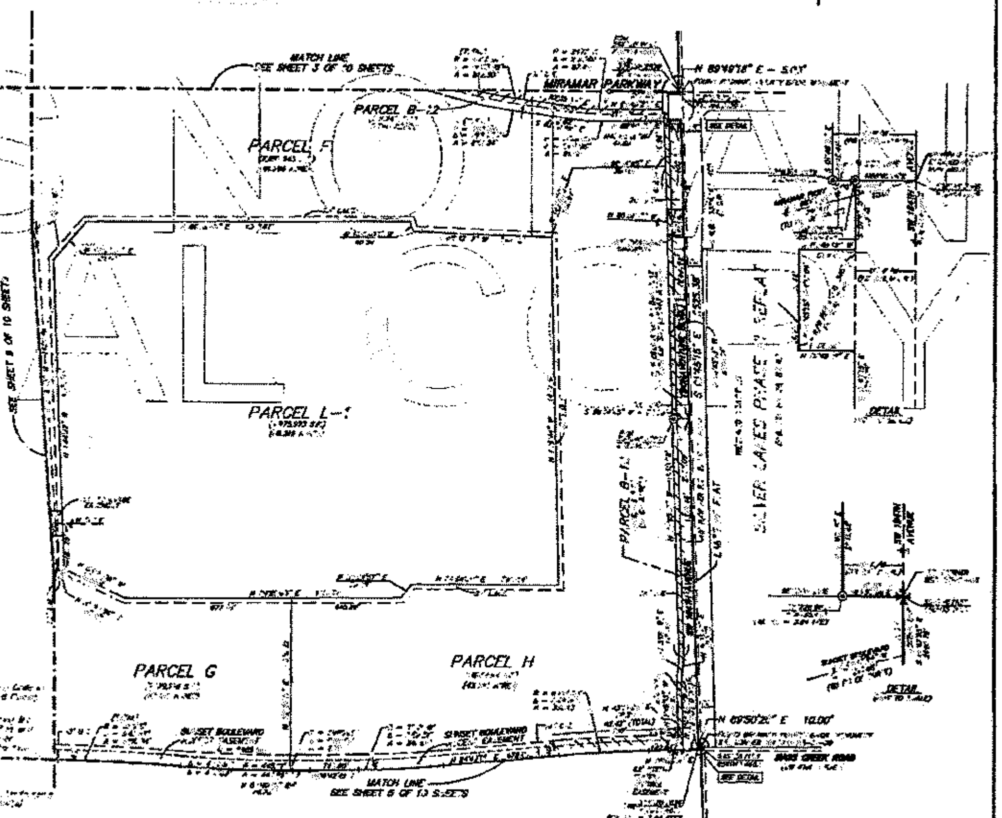
GENERAL NOTES:

CRAVEN THOMPSON & ASSOCIATES, INC
SURVEYORS ENGINEERS PLANNERS

SUNSET LAKES

A REPLAT OF A PORTION OF THE NORTH ONE-HALF (N.1/2) OF SECTION 25, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1 (PLAT BOOK 2, PAGE 17; DADE COUNTY RECORDS); AND A PORTION OF THE SOUTH ONE-HALF (S.1/2) OF SECTION 25 AND A PORTION OF SECTION 36, TOWNSHIP 51 SOUTH, RANGE 39 EAST, THE EVERGLADES LAND COMPANY SUBDIVISION (PLAT BOOK 2, PAGE 1; DADE COUNTY RECORDS) CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.





SURVEYOR'S NOTES:

[illegible]

AREA TABULATION		
PARCEL	SQUARE FEET	ACREAGE
[illegible]	[illegible]	[illegible]

GENERAL NOTES:

[illegible]

PREPARED BY CRAVEN THOMPSON & ASSOCIATES, INC. SURVEYORS ENGINEERS PLANNERS

93-MP-95

Rec $24.00
Docs $3,050.25

Return to:
PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PORT CHARLOTTE, FL 33948
WC 1487

99-016776 T#002
01-11-99 10:58AM
$ 3050.60
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

This instrument prepared by
Brian E Bornstein, Esq
Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, Florida 33133

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 14th day of December 1998, by and between **SUNSET LAKES ASSOCIATES**, a Florida general partnership ("Grantor"), whose mailing address is 2601 South Bayshore Drive, Miami, Florida 33133, and **AMERICAN LEARNING SYSTEMS, INC.**, a Florida corporation ("Grantee"), having an address at 12200 West Broward Blvd , Plantation, Florida 33325

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 U S Dollars ($10 00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns, forever, the land (the "Land") lying and being in the County of Broward, State of Florida, more particularly described as follows

Parcel "P" as shown on that certain plat of Sunset Lakes according to the plat thereof as recorded in Plat Book 163, at Page 20 of the Public Records of Broward County, Florida.

SUBJECT, HOWEVER, to the following encumbrances and restrictions (i) those matters set forth on Exhibit "A" attached hereto and made a part hereof, (ii) ad valorem real estate taxes and assessments for the year 1999 and subsequent years, (iii) all applicable laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations, (iv) matters which would be disclosed by an accurate survey of the Land, and (v) all matters, restrictions, easements, limitations, reservations and covenants of record, if any, but this reference shall not operate to reimpose same

By recording of this Special Warranty Deed Grantee hereby acknowledges and agrees that the Land shall be subject to the following restrictions, which shall run with and bind the Land for a period of ten (10) years from the date hereof

(a) No building, fence, wall, structure or other improvements of any nature shall be commenced, erected, placed, altered or maintained, and no addition or alteration to the exterior of any structure or other improvements shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, plans showing the location of the structure(s) or other improvements, signage plans, and a landscaping plan for the Land have been approved in writing by Grantor, which approval shall not be unreasonably withheld or delayed Grantor shall grant its approval or give written reasons for disapproval within no more than thirty (30) days following receipt of the proposed plans and specifications Any material change in the exterior appearance of any building, fence, wall, structure, sign or other improvement, and any material change in the appearance of the landscaping as approved or installed initially shall be deemed an alteration requiring approval as aforesaid (the items or matters to be first submitted to Grantor for Grantor's written approval as provided herein shall hereinafter collectively, or individually, as the context may require or permit, be referred to as the "**Plans**") Each building, fence, wall, structure or other improvement of any nature and all landscaping shall be erected, placed, or altered upon the Land only in substantial accordance with the Plans, as approved by Grantor Refusal to approve the Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic grounds Grantor's intent in requiring the approval of all building Plans is to promote the general welfare and pattern of development of the Land consistent with the surrounding community and its development as envisioned by Grantor, pursuant to Grantor's marketing objectives Nothing in Grantor's review and/or approval of the Plans, however, shall be construed to supersede, waive, void or amend any requirement of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Grantee, at Grantee's sole cost and expense and no reliance may be made by any person or entity nor liability undertaken by or conferred upon Grantor, for the quality, architectural soundness, function or integrity of the Plans presented, any such review and approval by Grantor being made solely for aesthetic and community development purposes

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37 4050 (5)

Exhibit "3"

(b) The Land shall only be used for private educational facilities consistent with the underlying zoning thereof existing on the date of this Agreement, and the Land may only be improved with building(s) containing no more square footage of floor space, in the aggregate, than the amount of square feet of floor area shown in the Grantor approved site plan (and which in any event shall not exceed 49,000 square feet)

(c) Neither the Land nor any portion thereof shall be used for any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining property owners and shall not be used for any of the following purposes adult entertainment facility, massage parlor, adult book or magazine store, a so-called "head-shop," nude or exotic dancing facility, or other immoral business activity

(d) Grantor has advised Grantee and Grantee acknowledges that Grantee's construction of Grantee's intended improvements, as depicted on the Grantor approved site plan, on the Land and full development of the Land is critical to the overall presentation and marketability of Sunset Lakes Grantee has agreed that within eighteen (18) months following the date hereof (the "**Commencement Date**"), Grantee shall have commenced construction of Grantee's approved improvements (the "Intended Improvements") and shall diligently pursue such construction through to completion Commencement of construction for purposes of this paragraph shall be evidenced by the issuance of a building permit for the Intended Improvements and the pouring of the slab therefor If construction is not timely commenced, Grantor shall have the right to repurchase the Land at the purchase price paid by Grantee for the Land plus the out of pocket costs incurred by Grantee (subject to reasonable back-up therefor) for the Site Development Work as defined in the Purchase and Sale Agreement between Grantor and Grantee dated July 28, 1998 for the purchase by Grantee of the Land (the "**Agreement**") (the "**Repurchase Option Price**"), less adjustments described in the Agreement for payments not made by Grantee, provided, however, that Grantor may extend the Commencement Date at its sole option Grantee agrees that should Grantor extend the Commencement Date, Grantee and Grantor shall execute a memorandum reflecting such extension to be recorded in the Public Records of Broward County, Florida

Grantor may exercise the Repurchase Option by giving Grantee notice (the "**Exercise Notice**") at any time within thirty (30) days following the expiration of the Commencement Date and provided that Grantee has not then commenced construction on the Land as required herein Grantor shall also stipulate in the Exercise Notice the date upon which the closing shall occur (the "**Repurchase Closing**"), which date shall be no more than ninety (90) days following the date of the Exercise Notice At the Repurchase Closing, Grantee shall convey good, marketable and insurable fee simple title to the Land to Grantor by special warranty deed, free and clear of all liens and encumbrances, except only for (i) ad valorem real property taxes for the year in which closing is to occur and subsequent years, and (ii) those matters of record existing at the time the Land was conveyed by Grantor to Grantee (the "**Permitted Exceptions**") In this regard, Grantor shall have the right to examine title to the Land and if Grantor finds title to be defective (i e matters affecting title to the Land which are not Permitted Exceptions) then Grantor shall notify Grantee of such defects Grantee shall use its best efforts to cause such defects to be cured by the date of the Repurchase Closing Grantee agrees to remove by payment, bonding, or otherwise any lien against the Land and Grantee shall bring suit if necessary, to cure any other defect or to buy out or settle any other claim or lien against the Land At Grantor's option, the date of closing may be extended for a period not to exceed 30 days for purposes of eliminating any such title defects In the event Grantee does not eliminate any defects as of the date of the Repurchase Closing, as the same may be extended under the preceding sentence, Grantor shall have the option of (i) closing and accepting the title "as is" and deducting from the Repurchase Option Price the amount of any lien or encumbrance which can be satisfied by a liquidated amount, or (ii) pursuing any remedy available at law or in equity as Grantor may determine Except for customary prorations of real Land taxes, fees and assessments and those costs necessary to cure any title defects, Grantee shall pay all transaction costs related to the conveyance of the Land from Grantee to Grantor Such transaction costs shall include, without limitation, title searches, premiums for title policies, and documentary stamp taxes and surtax, and any outstanding liens, claims or assessments At the Repurchase Closing, the Property Materials, as defined in the Agreement, shall be assigned and transferred to Grantor Grantor shall have the right, but not the obligation, to assume any construction, architectural or other contracts of Grantee applicable to the Land upon closing of the repurchase and Grantee shall obtain an acknowledgement of such right from all such contractors and professionals, which shall also acknowledge that Grantor shall not be responsible for costs or obligations under such contracts unless Grantor expressly assumes same in writing At the Repurchase Closing, Grantee shall execute and deliver to Grantor (i) a warranty deed conveying the Land subject only to the Permitted Exceptions, (ii) a mechanic's

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line affidavit attesting to the absence of any liens on the Land, (iii) a FIRPTA ("non-foreign") affidavit, (iv) an affidavit of exclusive possession, (v) at Grantor's request, an assignment of construction contracts, permits, plans and/or any other intangible rights associated with development of the Land, and (vi) a "gap" affidavit, all in a form reasonably acceptable to Grantor and Grantor's title insurer Regular periodic assessments relating to the Land shall be prorated as of the date of such closing, and Grantee shall be responsible for all special assessments adopted by the homeowner's association, if applicable, prior to the Repurchase Closing

(e) In the event of a breach of subparagraphs (a), (b), (c) or (d) above, in addition to all other rights and remedies available to Grantor, at law or in equity, Grantor shall be entitled to injunctive relief Grantor shall also be entitled to recover all costs, including attorneys' fees and costs (at all trial and appellate levels), which Grantor incurs in connection with any litigation arising from subparagraphs (a), (b) and (c) above

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever

Grantor hereby specially warrants the title to the Land subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and no others

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written

Witnesses

Name Hannah Wilson

Name Christine Raymond

SUNSET LAKES ASSOCIATES,
a Florida general partnership

By Sunset Lakes Development Corporation,
a Florida corporation, its general partner

By
John H Fischer, Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14 day of December, 1998 by John H Fischer as Vice President of Sunset Lakes Development Corp , a Florida corporation, as general partner of SUNSET LAKES ASSOCIATES, a Florida general partnership, on behalf of the corporation and general partnership He personally appeared before me, is personally known to me

My Commission Expires

Hannah L Wilson, Notary Public

OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC525713
MY COMMISSION EXPIRES
FEB 6,2000

H \SHARED\LEGAL\SUNSET\LAURIE\CLOSING DOC

BK29141PG0746

EXHIBIT "A"
(Permitted Exceptions)

1 Ad valorem real estate taxes and assessments for the year of closing and all subsequent years

2 All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations

3 Agreement between Miramar Lakes, Ltd , a Florida limited partnership, and Sunset Lakes Associates, a Florida general partnership, recorded in Official Records Book 24218, at Page 210 of the Public Records of Broward County, Florida

4 Ordinance No 96-24 of the Miramar City Commission regarding creation of a new zoning district filed June 18, 1996 in Official Records Book 25021, at Page 884 of the Public Records of Broward County, Florida

5 Water and Wastewater Capacity Agreement by and between City of Miramar, Florida and Sunset Lakes Associates dated as of August 28, 1996, and filed September 5, 1996 in Official Records Book 25355, at Page 571 of the Public Records of Broward County, Florida

6 Ordinance No 96-212 regarding final plat approval filed September 27, 1996 in Official Records Book 25446, at Page 60 (25-51-39 less Tract 113, and 36-51-39) in the Public Records of Broward County, Florida

7 Park Agreement by and between the City of Miramar and Sunset Lakes Associates, a Florida general partnership, filed November 4, 1996 in Official Records Book 25605, at Page 132 of the Public Records of Broward County, Florida

8 Ordinance No 0-97-3 regarding a special exception for excavation with blasting filed November 4, 1996 in Official Records Book 25605, at Page 840 (All of 25-51-39 and 36-51-39, and the East 265 feet of the Northeast 1/4 and the Southeast 1/4 of 26-51-39, and the East 265 feet of 36-51-39 less the South 130 feet) of the Public Records of Broward County, Florida

9 Resolution No R-97-36 recorded December 17, 1996 in Official Records Book 25792, at Page 98 of the Public Records of Broward County, Florida

10 Road Impact Agreement between Broward County and Sunset Lakes Associates, a Florida general partnership, recorded in Official Records Book 25969, at Page 577 of the Public Records of Broward County, Florida

11 Resolution No PZB-97-03 recorded February 12, 1997 in Official Records Book 26024, at Page 172 of the Public Records of Broward County, Florida

12 Reservations by the Board of Commissioners of the Everglades Drainage District contained in Deed recorded in Deed Book 470, at Page 160, together with Release of Reservation recorded in Official Record Book 27873, at Page 103, as modified by Non use Commitment recorded in Official Record Book 27873, at Page 96 of the Public Records of Broward County, Florida

13 South Broward Drainage District Resolution No 94-9 recorded in Official Record Book 22076, at Page 112 of the of the Public Records of Broward County, Florida

14 Easement in favor of the South Broward Drainage District recorded in Official Record Book 25736, at Page 221 of the Public Records of Broward County, Florida

BK29141PG0747

15 Matters as contained on the plat of Sunset Lakes recorded in Plat Book 163, at Page 20, as amended by Agreement for Amendment of Notation of Plat recorded in Official Record Book 27939, at Page 797 of the Public Records of Broward County, Florida

16 Grant of Easement from Sunset Lakes Associates, a Florida general partnership, to the South Broward Drainage District recorded in official Record Book 26621, at Page 306 of the Public Records of Broward County, Florida

17 Declaration regarding certain Requirements of the South Florida Water Management District recorded in Official Record Book 27939, at Page 803 of the Public Records of Broward County, Florida

18 Resolution No 98-1 recorded in Official Record Book 27808, at Page 939 of the Public Records of Broward County, Florida

19 Resolution No 98-2 recorded in Official Record Book 28088, at Page 327 of the Public Records of Broward County, Florida

20 Resolution No 98-3 recorded in Official Record Book 28088, at Page 357 of the Public Records of Broward County, Florida

21 Road Impact Agreement recorded in Official Record Book 25969, at Page 577 of the Public Records of Broward County, Florida

22 Final Judgment regarding the Unit District No 4A and Unit District No 5A recorded in Official Record Book 28088, at Page 288 and Official Record Book 38222, at Page 302 all in the Public Records of Broward County, Florida

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BK29141PG0748

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

w/c tri-county for:
RECORD & RETURN TO:
This instrument was prepared by:
JOHN W. PERLOFF, ESQ.
Doumar, Allsworth, Curtis, Cross, Laystrom
Perloff, Voigt, Wachs & Mac Iver, LLP
1177 Southeast Third Avenue
Fort Lauderdale, Florida 33316-1197

Parcel ID Number: 1925-03-0270
Grantee's Taxpayer ID No.: _____

INSTR # 101573438
OR BK 32549 PG 1455
RECORDED 12/28/2001 09:09 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 9,800.00
DEPUTY CLERK 1043

WARRANTY DEED

THIS INDENTURE, Made on December 21, 2001 A.D., **Between** AMERICAN LEARNING SYSTEMS, INC., a Florida corporation, whose address is 12200 West Broward Boulevard, Plantation, Florida 33325, of the County of Broward, State of Florida, **Grantor,** and NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC., a Florida non-profit corporation, whose address is: 1920 Sabal Palm Drive, #102, Fort Lauderdale, Florida 33324 of the County of Broward, State of Florida, **Grantee.**

WITNESSETH that the Grantor, for and in consideration of the sum of TEN & NO/100 ($10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

Parcel P, SUNSET LAKES, a subdivision according to the Plat thereof, recorded in Plat Book 163, Page 20, of the Public Records of Broward County, Florida.

SUBJECT TO:

(1) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
(2) Restrictions, easements and other matters appearing of record; and
(3) Taxes for the year 2002 and thereafter;

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: Elizabeth M. Dearden
Printed Name: ELIZABETH M. DEARDEN

Witness: John W. Perloff
Printed Name: JOHN W. PERLOFF

AMERICAN LEARNING SYSTEMS, INC., a Florida corporation

By: _____
William R. Laurie, President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me on December 21, 2001, by William R. Laurie, as the President of AMERICAN LEARNING SYSTEMS, INC., a Florida corporation.

NOTARY PUBLIC:
Print: John W. Perloff
State of Florida at Large (Seal)
My Commission Expires:

[X] Personally Known or [ ] Produced I.D.
Type of identification produced: _____

OFFICIAL NOTARY SEAL
JOHN W PERLOFF
COMMISSION NUMBER
CC809979
MY COMMISSION EXPIRES
MAR. 16,2003

Exhibit "4"
1

CFN # 105763864, OR BK 41414 Page 252, Page 1 of 19, Recorded 02/07/2006 at 09:42 AM, Broward County Commission, Doc. D $8050.00 Deputy Clerk 3230

2

This instrument was prepared by:
JOHN H. ADAIR, III, ESQ.
Doumar, Allsworth, Cross, Laystrom,
Voigt, Wachs, Mac Iver & Adair, LLP
1177 Southeast Third Avenue
Fort Lauderdale, Florida 33316-1197

Parcel ID Number: 11925-03-02700

SPECIAL WARRANTY DEED

THIS INDENTURE, Made on January 30, 2006 A.D., **Between** NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC., a Florida non-profit corporation, whose address is P.O. Box 82311, Pembroke Pines, FL 33082, of the County of Broward, State of Florida, **Grantor,** and FRAGAMAR, LLC, a Florida limited liability company, whose address is: 1320 South Dixie Highway, Suite 214, Coral Gables, FL 33146 of the County of Miami-Dade, State of Florida, **Grantee.**

WITNESSETH that the Grantor, for and in consideration of the sum of TEN & NO/100 ($10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of BROWARD, State of Florida, to wit:

"LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A"

SUBJECT TO:

(1) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority without seeking to re-impose same;
(2) Restrictions and other matters appearing on the Plat or otherwise common to the subdivision;
(3) Public utility easements of record;
(4) Taxes for the year 2006 and thereafter; and
(5) This deed conveys the subject property "as is," "where is," "with all faults," and WITHOUT ANY WARRANTY OR REPRESENTATION (except for the special warranty of title), EXPRESS OR IMPLIED, OF ANY NATURE OR SORT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OR USE FOR A PARTICULAR PURPOSE, OR OTHERWISE.

and the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither the Grantor nor any member of the household of the Grantor reside thereon. Grantor's address is listed in the first paragraph of this document.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: (as to all)

Witness: _____
Printed Name: _____

Witness: _____
Printed Name: JOHN H. ADAIR, III

NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC., a Florida non-profit corporation

By: _____
Gregory S. Burnham, President

By: _____
Saul F. Neitzel, Vice President

By: _____
Alice Walter-Clary, Treasurer

By: _____
Renee Beskie, Secretary

By: _____
Paulette McKay, Financial Secretary Director

Exhibit "5"

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me on January 30, 2006, by Gregory S. Burnham, as President of NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC., a Florida non-profit corporation.

NOTARY PUBLIC:

Print: JOHN H. ADAIR, III
State of Florida at Large (Seal)
My Commission Expires:

[ ] Personally Known OR [ ] Identification Produced
Type of Identification produced: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me on January 30, 2006, by Scott E. Neitzel, as Vice President of NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC., a Florida non-profit corporation.

NOTARY PUBLIC:

Print: JOHN H. ADAIR, III
State of Florida at Large (Seal)
My Commission Expires:

[ ] Personally Known OR [ ] Identification Produced
Type of identification produced: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me on January 30, 2006, by Alice Walker-Clary, as Treasurer of NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC., a Florida non-profit corporation.

NOTARY PUBLIC:

Print: JOHN H. ADAIR, III
State of Florida at Large (Seal)
My Commission Expires:

[ ] Personally Known OR [ ] Identification Produced
Type of identification produced: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me on January 30, 2006, by Renee Buckle, as Secretary of NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC., a Florida non-profit corporation.

NOTARY PUBLIC:

Print: JOHN H. ADAIR, III
State of Florida at Large (Seal)
My Commission Expires:

[ ] Personally Known OR [ ] Identification Produced
Type of identification produced: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me on January 30, 2006, by Paulette McKay, as Financial Secretary Director of NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH-MISSOURI SYNOD, INC., a Florida non-profit corporation.

NOTARY PUBLIC:

Print: JOHN H. ADAIR, III
State of Florida at Large (Seal)
My Commission Expires:

[ ] Personally Known OR [ ] Identification Produced
Type of Identification produced:

EXHIBIT "A'

(legal description)

A portion of Parcel "P", as shown on the plat of SUNSET LAKES, as recorded in Plat Book 163, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL "P"; THENCE NORTH 12°03'14" EAST, ALONG THE EASTERLY BOUNDARY OF PARCEL "P", FOR 292.72 FEET; THENCE NORTH 77°56'46" WEST FOR 318.43 FEET; THENCE SOUTH 26°26'33" WEST FOR 241.66 FEET TO A POINT ON A CIRCULAR CURVE THAT BEARS SOUTH 25°03'33" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2276.00 FEET AND A CENTRAL ANGLE OF 5°08'56" FOR AN ARC DISTANCE OF 204.71 FEET; THENCE SOUTH 19°34'26" WEST FOR 50.00 FEET TO A POINT ON A CIRCULAR CURVE THAT BEARS SOUTH 19°52'58" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2326.00 FEET AND A CENTRAL ANGLE OF 0°59'04" FOR AN ARC DISTANCE OF 40.00 FEET; THENCE NORTH 19°34'26" EAST FOR 50.00 FEET TO A POINT ON A CIRCULAR CURVE THAT BEARS SOUTH 18°55'15" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2278.00 FEET AND A CENTRAL ANGLE OF 2°30'41" FOR AN ARC DISTANCE OF 99.85 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 67°57'09" EAST FOR 38.77 FEET TO THE POINT OF BEGINNING. (LAST MENTIONED SEVEN COURSE WERE ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF SAID PARCEL "P").

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

State of Florida

Department of State

I certify from the records of this office that NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH - MISSOURI SYNOD, INC. is a corporation organized under the laws of the State of Florida, filed on April 12, 2000.

The document number of this corporation is N00000002422.

I further certify that said corporation has paid all fees due this office through December 31, 2005, that its most recent annual report was filed on May 13, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Thirty First day of January, 2006

Sue M. Cobb

Secretary of State

Authentication ID: 680164889306-013106-N00000002422

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
www.sunbiz.org/auth.html

CERTIFICATE OF CORPORATE RESOLUTIONS,
CORPORATE STATUS AND INCUMBENCY

THE UNDERSIGNED, Renee Beskie, the Secretary of NEW LIFE LUTHERAN LUTHERAN CHURCH – MISSOURI SYNOD, INC., a Florida non-profit corporation (the "Company"), hereby certifies that:

I. The Company is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to transact business in the State of Florida.

II. No other board or board members exist, besides the ones that are listed below.

III At a special meeting of the board of directors of the Company duly and regularly held in accordance with its By-Laws on Jan 29, 2006 at which a quorum was present and voting, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, annulled or amended in any manner and are in full force and effect on the date hereof:

RESOLVED, that the Company approves the sale pursuant to that certain Agreement of Purchase and Sale dated November 10, 2005, as amended (the "Contract of Sale") between the Company, as Seller, and Dragamar, LLC, a Florida limited liability company ("Purchaser"), relating to the real property located at:

VACANT LAND: Miramar Parkway and SW 186th Avenue, Miramar, Florida

legally described as follows:

* SEE EXHIBIT "A" ATTACHED HERETO *

which shall hereinafter be referred to as the "Transaction"; and

FURTHER RESOLVED, that the president, any vice president, any officer of the Company, or such other person designated by a duly authorized Power of Attorney, acting alone in either case, be and hereby is authorized to execute and deliver, and that the secretary of the Company is hereby authorized to (but is not required to) affix the seal of the Company to and attest the same upon the Special Warranty Deed, the Affidavit and Certification of Non-Foreign Status and all other required transfer documents, and any and all other documents and instruments required by any Closing Agent or deemed advisable by such officer in connection with consummating the Transaction and all supplements and amendments to the same or to any of the same as the officer of the Company executing the same may deem advisable, all of which documents and instruments executed and delivered as aforesaid to be and constitute the acts and obligations of the Company, the Company hereby ratifying and

confirming the acts of its officer executing and delivering all of such documents and instruments, irrespective of whether such acts were performed before or subsequent to the date of the adoption hereof, and directing the officers and employees of the Company to perform all of the Company's obligations and undertakings under each and all documents and instruments; and

FURTHER RESOLVED, Gregory S. Burnham, as President has full authority to sign any and all conveyance documents including, but not limited to the Warranty Deed and Closing Statement.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by Purchaser until receipt of written notice of any change therein.

IV. The following are all of the duly elected or appointed officers and directors of the Company, as set forth opposite their respective names, and they are incumbent in such offices as of the date hereof:

NAME	TITLE	SIGNATURE
Gregory S. Burnham	President	Gregory S. Burnham
Scott T. Neitzel	Vice President	
Alice Walter-Clary	Treasurer	Alice Walter-Clary
Renee Beskie	Secretary	Renee Beskie
Paulette McKay	Financial Secretary Director	Paulette McKay

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the Company's corporate seal this 31st day of January, 2006.

Renee Beskie

Renee Beskie, Secretary

(Corporate Seal)

EXHIBIT "A'

(legal description)

A portion of Parcel "P", as shown on the plat of SUNSET LAKES, as recorded in Plat Book 163, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL "P"; THENCE NORTH 12°03'14" EAST, ALONG THE EASTERLY BOUNDARY OF PARCEL "P", FOR 292.72 FEET; THENCE NORTH 77°56'46" WEST FOR 318.43 FEET; THENCE SOUTH 26°26'33" WEST FOR 241.66 FEET TO A POINT ON A CIRCULAR CURVE THAT BEARS SOUTH 25°03'33" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2278.00 FEET AND A CENTRAL ANGLE OF 5°08'56" FOR AN ARC DISTANCE OF 204.71 FEET; THENCE SOUTH 19°24'26" WEST FOR 50.00 FEET TO A POINT ON A CIRCULAR CURVE THAT BEARS SOUTH 19°53'58" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2278.00 FEET AND A CENTRAL ANGLE OF 0°59'01" FOR AN ARC DISTANCE OF 40.00 FEET; THENCE NORTH 19°24'26" EAST FOR 50.00 FEET TO A POINT ON A CIRCULAR CURVE THAT BEARS SOUTH 18°54'15" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2278.00 FEET AND A CENTRAL ANGLE OF 2°30'41" FOR AN ARC DISTANCE OF 99.81 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 67°37'09" EAST FOR 38.77 FEET TO THE POINT OF BEGINNING. (LAST MENTIONED SEVEN COURSE WERE ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF SAID PARCEL "P").

SAID LAND SITUATE LYING AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

CERTIFICATE OF CORPORATE RESOLUTIONS

THE UNDERSIGNED, Gregory S. Burnham, the President of NEW LIFE LUTHERAN LUTHERAN CHURCH – MISSOURI SYNOD, INC., a Florida non-profit corporation (the "Company"), hereby certifies that:

I. The Company is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to transact business in the State of Florida.

II. The Bylaws (Exhibit "A" attached hereto) are the current Bylaws of the Company and are in full force and effect.

III. The following positions for the Ministry Leaders listed in the Bylaws as part of the Executive Board have not been, nor are they currently, filled as of the date hereof:

[illegible]

Community Outreach

Assimilation

Faith Life

Ministry and Mission

Child Development Center Leader

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the Company's corporate seal this 1st day of February, 2005.

Gregory S. Burnham, President

(Corporate Seal)

Constitution and By-Laws
of
New Life Lutheran Church,

Lutheran Church -Missouri Synod, Inc.

PREAMBLE

The Holy Scriptures hold that a Christian congregation should conform to the Word of God in doctrine and practice (Psalm 119:105, Galatians 1:6-8, 2 Timothy 4:1-5) and that all things be done decently and in order (1 Corinthians 14:40). We, the members of New Life Lutheran Church, Pembroke Pines, Florida, therefore, accept and subscribe to the following Constitution and By-Laws. They shall govern the spiritual and material affairs of the congregation.

ARTICLE I—NAME

This congregation shall bear the name of New Life Lutheran Church, Lutheran Church-Missouri Synod.

ARTICLE II—PURPOSE

The purpose of this congregation shall be to minister to others as God has blessed us by being the instruments of God in carrying out Christ's great mission (Matthew 28:18-20) through a ministry of worship, service, stewardship, fellowship and edification of one another in Christian faith and life. We, therefore, dedicate ourselves to the tasks of (1) witnessing our faith in Jesus Christ to each other, the community in which we live, to the nation and to the world, (2) offering service to our fellow man by acts of mercy and concern, (3) practicing stewardship by the intelligent management and use of God's gifts to us, (4) celebrating fellowship with one another so that a spirit of unity and joy exists in the congregation, and (5) growing in grace and knowledge of Jesus Christ by the education of all ages through study and mutual sharing of God's Word.

ARTICLE III—CONFESSIONAL STANDARD

This congregation holds all the canonical books of the Old and New Testements to be the inspired Word of God and the sole rule of faith and life. This congregation accepts all the Symbolic books of the Lutheran Church contained in the Book of Concord of 1580; viz., the Ecumenical Creeds (the Apostolic, the Nicene and the Athanasian); the Unaltered Augsburg Confession; the Catechisms of Martin Luther, the Smalcald Articles, and the Formula of Concord, as a correct and sound exposition of Christian Doctrine, taken from and in full accord with the Holy Scriptures.

ARTICLE IV—SYNODICAL AFFILIATION

This congregation shall be affiliated with THE LUTHERAN CHURCH-MISSOURI SYNOD and the District in which it is geographically located, so long

as the confessions and constitution of said Synod and District are in accord with Article III of this constitution.
It shall be the duty of this congregation and its individual members to support the work of Synod and to send its pastors and a lay delegate and called male teachers to the District conventions of Synod.

ARTICLE V—MEMBERSHIP

A. **Baptized Membership**
All those on the membership list who have been baptized "in the name of the Father, and of the Son, and of the Holy Ghost" and who are under the spiritual care of this congregation.

B. **Communicant Membership**
Communicant members are those baptized members who accept and adhere to the doctrinal standards of Article III of this constitution and who have been received through the rite of confirmation, by transfer from a sister congregation, by profession of faith or by reaffirmation of faith in accordance with the By-Laws of this congregation.

C. **Voting Membership**
Voting members of this congregation shall be communicant members who have attained the age of 18 years and who have accepted the Constitution and By-Laws of this congregation.

ARTICLE VI—OFFICERS

The officers of the Church shall be President, Vice President, Treasurer, Secretary, Financial Secretary, and any other officers as may be elected by the Governing Board.

ARTICLE VII—CONGREGATIONAL MEETINGS

Congregational Meetings shall be called by the Governing Board and must be announced at least two Sundays prior to the date set for the Congregational Meeting.

ARTICLE VIII—AMENDMENT OF BY-LAWS

These By-Laws, except Article III, may be altered, amended, or repealed, and new By-Laws may be adopted at any time or from time to time by the vote of two-thirds of the voting members of the Congregation present at any special meeting of the Congregation called for such purpose.

The By-Laws Of New Life Lutheran Church

1 ***The Executive Board shall consist of the Officers of New Life Lutheran Church***

1.1 The Officers of the Executive Board of New Life Lutheran Church shall be:

- The President
- The Vice President
- The Treasurer
- The Secretary
- The Financial Secretary
- The Child Development Center Leader
- Any other

1.2 The Executive Board acts as the voice and decision making for New Life Lutheran Church in the times between Congregational Meetings.

1.3 Each officer and ministry leader is elected to a one year term of office by the congregation of New Life in a regularly held congregational meeting.

1.4 ***The Responsibilities Of The Executive Board Officers***

1.4.1 ***The Responsibilities of the President.***

1.4.1.1 The President shall hold, attend and run regularly scheduled Congregational Meetings.

1.4.1.2 The President shall hold, attend and run regularly scheduled Executive Board Meetings.

1.4.2 ***The Responsibilities of the Vice President.***

1.4.2.1 The Vice President shall attend and in the absence of the President, run regularly scheduled Congregational Meetings.

1.4.2.2 The Vice President shall have voting power in congregational meetings.

1.4.2.3 The Vice President shall attend and in the absence of the President, run regularly scheduled Executive Board Meetings.

1.4.2.4 The Vice President shall have voting power in the Executive Board meetings.

1.4.3 ***The Responsibilities of the Treasurer.***

1.4.3.1 The Treasurer shall attend and give a financial report at the regularly scheduled Congregational Meetings.

1.4.3.2 The Treasurer shall have voting power at the Congregational Meetings.

1.4.3.3 The Treasurer shall attend and give a financial report at the regularly scheduled Executive Board Meetings.

1.4.3.4 The Treasurer shall have voting power in the Executive Board Meetings.

1.4.3.5 The Treasurer shall keep the financial books of New Life Lutheran Church.

1.4.3.6 The Treasurer shall have an internal audit of New Life Lutheran Church's financial books every year.

1.4.3.7 The Treasurer shall meet with the financial secretary to maintain an orderly process for the counting and depositing of the offerings collected.

1.4.3.8 The Treasurer shall produce a budget for each fiscal year (beginning February 1st of each year and concluding January 31st of each year) by October 31st of the previous fiscal year.

1.4.4 ***The Responsibilities of the Secretary.***

1.4.4.1 The Secretary shall attend regularly scheduled Congregational Meetings.

1.4.4.2 The Secretary shall record minutes for the regularly scheduled Congregational Meetings.

1.4.4.3 The Secretary shall distribute said minutes of the meeting within seven days of the Congregational Meeting.

1.4.4.4 The Secretary shall read minutes from the previous Congregational Meetings at each

Congregational Meeting

1.1.4.4 The Secretary shall have voting power in the Congregational Meetings

1.1.4.5 The Secretary shall attend regularly scheduled Executive Board Meetings.

1.1.4.6 The Secretary shall record minutes for the regularly scheduled Executive Board Meetings

1.1.4.7 The Secretary shall distribute said minutes of the meeting within seven days of the Executive Board Meeting

1.1.4.8 The Secretary shall read minutes from the previous Executive Board meetings at each Executive Board Meeting

1.1.4.9 The Secretary shall have voting power in the Executive Board Meetings

1.1.4.10 The Secretary shall prepare and distribute an agenda for each Executive Board Meeting

1.1.4.5 ***The Responsibilities of the Financial Secretary***

1.1.4.5.1 The Financial Secretary shall attend regularly scheduled Congregational Meetings

1.1.4.5.2 The Financial Secretary shall give financial giving report at each regularly scheduled Congregational Meeting

1.1.4.5.3 The Financial Secretary shall have voting power in the Congregational Meetings

1.1.4.5.4 The Financial Secretary shall attend regularly scheduled Executive Board Meetings

1.1.4.5.5 The Financial Secretary shall give financial giving report at each regularly scheduled Executive Board Meeting

1.1.4.5.6 The Financial Secretary shall have voting power in the Executive Board Meetings

1.1.4.5.7 The Financial Secretary shall enlist one other individual to count the congregational offerings immediately after each and every worship service

1.1.4.5.8 The Financial Secretary shall report the congregational offering amount in written form to both the congregational treasurer and pastor within 24 hours of each worship service

1.1.4.5.9 The Financial Secretary shall provide offering envelopes for the congregation in the best manner possible.

1.1.4.5.10 The Financial Secretary shall provide to the treasurer, a written record of each financial deposit made

1.1.4.5.11 The Financial Secretary shall report to each and every individual who gave to the church a financial statement of the amount they gave to New Life Lutheran Church.

1.1.4.5.12 The Financial Secretary shall work with the treasurer wherever possible to make the financial proceedings of New Life pleasing to God.

1.1.4.6 ***The Responsibilities of the Child Development Center Leader***

1.1.4.6.1 The Child Development Center Leader shall work with and meet with the pastor of New Life Lutheran Church to enable and facilitate the Christian ministry to infants through Kindergarten aged children through the development and operation of the Child Development Center.

1.1.4.6.2 The Child Development Center Leader shall attend regularly scheduled congregational meetings

1.1.4.6.3 The Child Development Center Leader shall report on New Life Lutheran Church's past and future CDC efforts and how these efforts have and will continue to cause the young individuals and their families to grow in God's grace

1.1.4.6.4 The Child Development Center Leader shall have voting power in the congregational meetings

1.1.4.6.5 The Child Development Center Leader shall attend regularly scheduled Executive Board meetings

1.1.4.6.6 The Child Development Center Leader shall report on New Life Lutheran Church's past and future CDC efforts and how these efforts have and will continue to cause the young individuals and their families to grow in God's grace.

1.1.4.6.7 The Child Development Center Leader shall have voting power in the Executive Board meetings

2 ***The Ministry Board shall consist of the Ministry Leaders of New Life Lutheran Church.***

2.1 The Ministry Leaders of the Ministry Board of New Life Lutheran Church shall be:

The Community Outreach Leader
The Faith Life Leader
The Assimilation Leader
The Youth Group Leader
The Ministry and Mission Leader

2.2 The Ministry Team works with the pastor of New Life Lutheran Church to carry out the Great Commission of our Lord and Savior Jesus Christ

2.3 Each Ministry Team Leader is elected to a one year term of office by the congregation of New Life in a regularly held congregational meeting

2.4 ***The Responsibilities of the Ministry Leaders.***

2.4.1 ***The Responsibilities of the Community Outreach Leader.***

2.4.1.1 The Community Outreach Leader shall work with and meet with the pastor of New Life Lutheran Church as needed to enable and facilitate New Life Lutheran Church's reaching out to the community of Southwest Broward with the Good News of Jesus Christ

2.4.1.2 The Community Outreach Leader shall put forth every effort to hold at least five community outreach events each and every year, such as Easter Sunrise Service, Christmas Eve Service, Community Events and other events as needed

2.4.1.3 The Community Outreach Leader shall attend regularly scheduled congregational meetings

2.4.1.4 The Community Outreach Leader shall report on New Life Lutheran Church's past and future Community Outreach efforts and how these efforts have and will continue to reach individuals in the community with the Good News of Jesus Christ

2.4.1.5 The Community Outreach Leader shall have voting power in the congregational meetings

2.4.1.6 The Community Outreach Leader shall, once per quarter, attend regularly scheduled Executive Board Meetings in order to brief the Executive Board on financial status and goal attainment of New Life Lutheran Church's Community Outreach Team

2.4.2 ***The Responsibilities of the Assimilation Leader.***

2.4.2.1 The Assimilation Leader shall work with and meet with the pastor of New Life to enable and facilitate New Life Lutheran Church's assimilation of individuals into the body of Christ in Southwest Broward County called New Life Lutheran Church.

2.4.2.2 The Assimilation Leader shall put forth every effort to hold at least six assimilation events each and every year, such as, softball teams, bowling events, and other events as needed

2.4.2.3 The Assimilation Leader shall attend regularly scheduled congregational meetings

2.4.2.4 The Assimilation Leader shall report on New Life Lutheran Church's past and future Assimilation efforts and how these efforts have and will continue to cause the members of New Life to become warmer through Christian fellowship.

2.4.2.5 The Assimilation Leader shall have voting power in the congregational meetings

2.4.2.6 The Assimilation Leader shall, once per quarter, attend regularly scheduled Executive Board meetings in order to brief the Executive Board on financial status and goal attainment of New Life Lutheran Church's Assimilation Team

2.4.3 ***The Responsibilities of the Faith Life Leader***

2.4.3.1 The Faith Life Leader shall work with and meet with the pastor of New Life to enable and facilitate the Christian growth of each individual's faith in Jesus Christ at New Life Lutheran Church through the study of God's Word

2.4.3.2 The Faith Life Leader shall put forth every effort to continue existing and initiate new Bible Studies at New Life Lutheran Church

2.4.1.1 The Faith Life Leader shall coordinate Bible Study Leaders and Sunday School Leaders and curriculum

2.4.1.2 The Faith Life Leader shall attend regularly scheduled congregational meetings

2.4.1.3 The Faith Life Leader shall report on New Life Lutheran Church's past and future Faith Life efforts and how these efforts have and will continue to cause the members of New Life to grow in their faith in their Lord and Savior Jesus Christ.

2.4.1.4 The Faith Life Leader shall have voting power in the congregational meetings

2.4.1.5 The Faith Life Leader shall, once per quarter, attend regularly scheduled Executive Board meetings in order to brief the Executive Board on financial status and goal attainment of New Life Lutheran Church's Faith Life Team

2.4.2 *The Responsibilities of the Ministry and Mission Leader*

2.4.2.1 The Ministry and Mission Leader shall work with and meet with the pastor of New Life Lutheran Church to enable and facilitate New Life Lutheran Church's support the ministry and mission efforts locally, nationally and globally. Such sponsorship might take the form of forming a Christ Care group at New Life, sponsoring a seminarian, sponsoring a missionary overseas, organizing a Crop Walk, etc

2.4.2.2 The Ministry and Mission Leader shall make every effort to continue existing and initiate new ministry and mission work at New Life Lutheran Church

2.4.2.3 The Ministry and Mission Leader shall attend regularly scheduled congregational meetings

2.4.2.4 The Ministry and Mission Leader shall report on New Life Lutheran Church's past and future Ministry and Mission efforts and how these efforts have and will continue to cause the Kingdom of God to grow locally, nationally and globally.

2.4.2.5 The Ministry and Mission Leader shall have voting power in the congregational meetings

2.4.2.6 The Ministry and Mission Leader shall, once per quarter, attend regularly scheduled Executive Board meetings in order to brief the Executive Board on financial status and goal attainment of New Life Lutheran Church's Ministry and Mission Team.

2.4.5 *The Responsibilities of the Youth Group Leader*

2.4.5.1 The Youth Group Leader shall work with the pastor of New Life Lutheran Church to enable and facilitate the Christian ministry to High School and Junior High School youth at New Life

2.4.5.2 The Youth Group Leader shall make every effort to enhance the threefold emphasis of New Life Lutheran Church's Youth Group, which is to develop the youth Spiritually (through Bible Study), Socially (through interaction with other youth), and Service (through volunteer efforts for the community). Such ministry might take the form of: weekend retreats for the youth group, Sunday morning youth Bible Studies, National Youth Gatherings, Adopt a Highway, and social events for the youth

2.4.5.3 The Youth Group Leader shall attend regularly scheduled congregational meetings

2.4.5.4 The Youth Group Leader shall report on New Life Lutheran Church's past and future Youth Group efforts and how these efforts have and will continue to cause the youth of New Life to grow in God's grace.

2.4.5.5 The Youth Group Leader shall have voting power in the congregational meetings

2.4.5.6 The Youth Group Leader shall, once per quarter, attend regularly scheduled Executive Board meetings in order to brief the Executive Board on financial status and goal attainment of New Life Lutheran Church's Youth Group

The Executive Board

The Executive Board consists of the Officers and the Ministry Leaders

Officers:

President
Vice President
Treasurer
Secretary
Financial Secretary

Ministry Leaders:

Community Outreach
Assimilation
Faith Life
Ministry and Mission

The Executive Board acts as the voice and decision making for New Life Lutheran Church in the times between congregational meetings.

Each officer and ministry leader is elected to a one year term of office by the congregation of New Life in a regularly held congregational meeting.

Officer And Ministry Leader Responsibilities

President:

The President shall:

Hold, attend and run regularly scheduled congregational meetings
Hold, attend and run regularly scheduled executive board meetings

Vice President:

The Vice President shall:

Attend and in the absence of the President, run regularly scheduled congregational meetings.
Have voting power in congregational meeting;
Attend and in the absence of the President, run regularly scheduled executive bard meetings
Have voting power in Executive Board meetings

Treasurer:

The Treasurer shall:

Attend and give a financial report at the regularly scheduled congregational meetings
Have voting power in the congregational meetings
Attend and give a financial report at the regularly scheduled executive board meetings.
Have voting power in the Executive Board meetings
Keep the financial books of New Life Lutheran Church
Have an internal audit of New Life Lutheran Church financial books every yea
Meet with the financial secretary to maintain an orderly process for the counting and depositing of the offerings collected.
Produce a budget for each fiscal year (beginning February 1 of each year and concluding January 31st of each year) by October 31st of the previous fiscal year

Secretary:

The Secretary shall:

Attend regularly scheduled congregational meetings
Record minutes for the regularly scheduled congregational meetings
Distribute said minutes of the meeting within seven days ofthe congregational meeting
Read minutes from the previous congregational meetings at each congregational meeting
Have voting power in the congregational meetings
Attend regularly scheduled Executive Board meetings
Record minutes for the regularly scheduled Executive Board meetings
Distribute said minutes of the meeting within seven days of the Executive Board meeting
Read minutes from the previous Executive Board meetings at each Executive Board meeting
Have voting power in the Executive Board meetings
Prepare and distribute an agenda for each Executive Board meeting

Financial Secretary:

The Financial Secretary shall:

Attend regularly scheduled congregational meetings
Give financial giving report at each regularly scheduled congregational meeting
Have voting power in the congregational meetings
Attend regularly scheduled Executive Board meetings
Give financial giving report at each regularly scheduled Executive Board meeting
Have voting power in the Executive Board meetings
Enlist another individual to count the congregational offerings immediately after each and every worship service
Report the congregational offering amount in written form to both the congregational treasurer and pastor within 24 hours of each worship service
Provide offering envelopes for the congregation in the best manner possible
Provide to the treasurer, a written record of each financial deposit made
Report to each and every individual who gave to the church a financial statement of the amount they gave to New Life Lutheran Church
Work with the treasurer wherever possible to make the financial proceedings of New Life pleasing to God

Community Outreach

The Community Outreach Leader shall:

Work with the pastor of New Life to enable and facilitate New Life's reaching out to the community of Southwest Broward with the Good News of Jesus Christ
Put forth every effort to hold at least five community outreach events each and every year, such as: Easter Sunrise Service, Christmas Eve Service, CommunityEvents and other events as needed.
Attend regularly scheduled congregational meetings
Report on New Life's past and future Community Outreach efforts and how these efforts have and will continue to reach individuals in the community with the Good News ofJesus Christ
Have voting power in the congregational meetings
Attend regularly scheduled Executive Board meetings
Report on New Life's past and future Community Outreach efforts and how these efforts have and will continue to reach individuals in the community with the Good News of Jesus Christ.
Have voting power in the Executive Board meetings

Assimilation

The Assimilation Leader shall:

Work with the pastor of New Life to enable and facilitate New Lifes assimilation of individuals into the body of Christ in Southwest Broward County called New Life Lutheran Church.

Put forth every effort to hold at least six assimilation events each and every year, such as: [illegible] all [illegible], bowling events, and other events as needed.

Attend regularly scheduled congregational meetings

Report on New Life's past and future Assimilation efforts and how these efforts have and will continue to cause the members of New Life to become warmer through Christian fellowship

Have voting power in the congregational meetings

Attend regularly scheduled Executive Board meetings

Report on New Life's past and future Assimilation efforts and how these efforts have and will continue to cause the members of New Life to become warmer through Christian fellowship.

Have voting power in the Executive Board meetings.

Faith Life

The Faith Life Leader shall:

Work with the pastor of New Life to enable and facilitate the Christian growth of each individual's faith in Jesus Christ at New Life Lutheran Church through the study of Gods Word.

Put forth every effort to continue existing and initiate new Bible Studies at New Life Lutheran Church.

Coordinate Bible Study Leaders and Sunday School Leaders and curriculum

Attend regularly scheduled congregational meetings.

Report on New Life's past and future Faith Life efforts and how these efforts have and will continue to cause the members of New Life to grow in their faith in their Lord and Savior Jesus Christ

Have voting power in the congregational meetings

Attend regularly scheduled Executive Board meetings

Report on New Life's past and future Faith Life efforts and how these efforts have and will continue to cause the members of New Life to grow in their faith in their Lord and Savior Jesus Christ.

Have voting power in the Executive Board meetings.

Ministry and Mission

The Ministry and Mission Leader shall:

Work with the pastor of New Life Lutheran Church to enable and facilitate New Life's support the ministry and mission efforts locally, nationally and globally. Such sponsorship might take the form of: forming a Christ Care group at New Life, sponsoring a seminarian, sponsoring a missionary overseas, organizing a Crop Walk, etc.

Attend regularly scheduled congregational meetings

Report on New Life's past and future Ministry and Mission efforts and how these efforts have and will continue to cause the Kingdom of God to grow locally, nationally and globally.

Have voting power in the congregational meetings

Attend regularly scheduled Executive Board meetings

Report on New Life's past and future Ministry and Mission efforts and how these efforts have and will continue to cause the Kingdom of God to grow locally, nationally and globally

Have voting power in the Executive Board meetings.

Youth Group

The Youth Group Leader shall:

Work with the pastor of New Life Lutheran Church to enable and facilitate the Christian ministry to High School and Junior High School youth at New Life. The threefold emphasis of New Life's Youth Group will be to develop the youth Spiritually (through Bible Study), Socially (though interaction with other youth), and Service (through volunteer efforts for the community). Such ministry might take the form of: weekend retreats for the youth group, Sunday morning youth Bible Studies, National Youth Gatherings, Adopt a Highway, and social events for the youth.

Attend regularly scheduled congregational meetings

CFN # 110139427, OR BK 48028 Page 1184, Page 1 of 7, Recorded 07/11/2011 at 11:44 AM, Broward County Commission, Deputy Clerk ERECORD

CFN # 110042817, OR BK 47916 Page 73, Page 1 of 5, Recorded 05/13/2011 at 10:16 AM, Broward County Commission, Doc. D $0.70 Deputy Clerk ERECORD

WARRANTY DEED

(DEED IN LIEU OF FORECLOSURE)

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Property Appraiser's PIN: 513925-03-0270

THIS DEED, having an effective date of April 29, 2011 is made and entered into by and between New Life Lutheran Church, Lutheran Church – Missouri Synod, Inc., a Florida non-profit corporation existing under the laws of Florida, and having its principal place of business at 2951 SW 186th Ave., Miramar, FL 33029, Grantor, and Lutheran Church Extension Fund-Missouri Synod, a Missouri non-profit corporation, P. O. Box 229009, St. Louis, MO 63122, Grantee.

WITNESSETH: That, for the consideration hereinafter expressed, Grantor does hereby GRANT, SELL, AND CONVEY unto Grantee that certain real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "Property"); and Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the Property; that it has good right to sell and convey the same subject, however, to those matters described in Exhibit B attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto anywise belonging, unto Grantee, in fee simple forever; that the title and quiet possession thereunto Grantor will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows: SEE EXHIBIT "B"

WITNESS the signature of Grantor on May 2, 2011.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

This Warranty Deed is being re-recorded to provide for Witness signatures and Witness Affidavits proving signatures of Witnesses.

NEW LIFE LUTHERAN CHURCH, LUTHERAN CHURCH-MISSOURI SYNOD, INC.

Witnesses:

#1 James C. Tino

#2

Janette Vaskness ×

Edward Du Bosq ×

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STATE OF Florida
COUNTY OF Broward

On May 2nd, 2011, before me personally appeared Janette Vaskness Edward Du Bosq personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

Notary Public

My commission expires: 12/13/2013

MARIE NELTA MONDE
MY COMMISSION # DD 934910
EXPIRES: December 13, 2013
Bonded Thru Notary Public Underwriters

PROPERTY ADDRESS: 2951 SW 186TH Ave.
Miramar, Fl. 33029

GRANTORS NAME, ADDRESS AND PHONE: New Life Lutheran Church
2951 SW 186th Ave.
Miramar, Fl.
305-333-0156

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MAIL TAX NOTICES TO: LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD
PO BOX 229009
ST. LOUIS, MO 63122

GRANTEES NAME, ADDRESS AND PHONE: LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD
PO BOX 229009
ST. LOUIS, MO 63122
800-854-4004

THIS INSTRUMENT PREPARED BY: LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD
PO BOX 229009
ST. LOUIS, MO 63122

RETURN TO: LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD
PO BOX 229009
ST. LOUIS, MO 63122

EXHIBIT A

PARCEL P, SUNSET LAKES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 163, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY, THE TRACT CONVEYED BY DEED RECORDED IN O.R. BOOK 41414, PAGE 252.

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EXHIBIT B

A) Full reconveyance of Record of that certain Mortgage Deed executed by New Life Lutheran Church, Lutheran Church-Missouri Synod, Inc., a Florida non-profit corporation existing under the laws of Florida, and having its principal place of business at 2951 SW 186th Ave., Miramar, FL 33029, as Mortgagor to Lutheran Church Extension Fund-Missouri Synod, a Missouri non-profit corporation, P O Box 229009, St. Louis, MO 63122, as Mortgagee which Mortgage was dated the 21st day of December, 2001, and recorded December 28, 2001, in O.R. Book 32549, Page 1456, of the Public Records of Broward County, Florida , securing an indebtedness in the amount of $1,680,000.00 and that certain Extension and Modification Agreement dated March 21, 2006 and recorded May 1, 2006 in O.R. Book 41928, Pages 725-733 in the Public Records of Broward County, Florida extending the term, or other evidence of debt secured by said Mortgage.

TRANSCRIPT COPY

B) In addition to the above, the cash payment for this transfer is none.

C) The total consideration set forth in (a) and (b) above, for the execution of this Warranty Deed is equal to or greater than the fair value of the real property described herein and includes the fair and reasonable value for the Grantor's interest in said property.

D) This Warranty Deed, given the express consideration set forth in (a) and (b) above, is executed voluntarily and not as a result of duress or threats of any kind, and is bonafide and not given to hinder, delay, or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

E) This Deed is not given as security for the payment or repayment of money or indebtedness or as security of any kind or nature, and there is no agreement or understanding, oral or written, between the Grantor and Grantee herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor, or to a sale or conveyance to anyone else for the benefit of the Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

F) That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee and Grantor intends by this Warranty Deed to vest the absolute and unconditional title to said property in Grantee and forever to stop and bar Grantor and its successors or assigns from having or claiming any right, title, or interest of any nature whatsoever, either in law or in equity or in possession or in expectancy, in and to said property or any part thereof.

WITNESS AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Broward

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BEFORE ME, this day personally appeared Reverend James Tino, who being duly sworn, deposes and says that the following information is true and correct.

1. I was present and witnessed Jasnette Vasknatz and Edward Dubosq execute a Deed dated May 2, 2011, conveying the following described property from New Life Lutheran Church Lutheran Church – Missouri Synod, Inc. to Lutheran Church Extension Fund—Missouri Synod. (Legal Description)

PARCEL P, SUNSET LAKES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 163, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY, THE TRACT CONVEYED BY DEED RECORDED IN O.R. BOOK 41414, PAGE 252.

2. Due to inadvertence, I did not execute the deed as a witness before it was originally recorded at O.R. Book 47916, Page 73, Public Records of Broward County, but I have now executed it as a witness.

NAME: James C. Tino
Reverend James Tino

Sworn subscribed and acknowledged before me this 8th day of July, 2011, by Reverend James Tino who is personally known to me or has produced FL/DL as identification and who did take an oath.

MARIE NELTA MONDE
MY COMMISSION # DD 934910
EXPIRES: December 13, 2013
Bonded Thru Notary Public Underwriters

Notary Public

WITNESS AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Broward

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BEFORE ME, this day personally appeared Maria Nelta Monde, who being duly sworn, deposes and says that the following information is true and correct.

1. I served as notary and was present and witnessed Jasnette Vasknatz and Edward Dubosq execute a Deed dated May 2, 2011, conveying the following described property from New Life Lutheran Church Lutheran Church-Missouri Synod, Inc. to Lutheran Church Extension Fund-Missouri Synod. (Legal Description)

   PARCEL P, SUNSET LAKES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 163, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

   LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY, THE TRACT CONVEYED BY DEED RECORDED IN O.R. BOOK 41414, PAGE 252.

2. Due to inadvertence, I did not execute the deed as a witness before it was originally recorded at O.R. Book 47916, Page 73, Public Records of Broward County, but I have now executed it as a witness.

NAME: _____
Maria Nelta Monde

Sworn subscribed and acknowledged before me this 8 day of July, 2011, by Maria Nelta Monde who is personally known to me or has produced N/A as identification and who did take an oath.

Lizette L Wallace
Notary Public

LIZETTE LILLIAN WALLACE
MY COMMISSION # DD944570
EXPIRES December 28, 2013
(407) 398-0153 FloridaNotaryService.com

CFN # 111298514, OR BK 49474 Page 1330, Page 1 of 3, Recorded 02/04/2013 at 12:35 PM, Broward County Commission, Doc. D $8750.00 Deputy Clerk 1067

V

This instrument prepared by
and should be returned to:

Charles B. Costar, III, Esquire
SHUTTS & BOWEN LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801
(407) 423-3200

Parcel I.D. No.: 513925-03-0270

WARRANTY DEED

THIS WARRANTY DEED is made and executed this 30th day of January, 2013 by and between **LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD**, a Missouri nonprofit corporation (hereinafter referred to as the "Grantor"), whose address is Sunset Corporate Center, 10733 Sunset Office Drive, Sunset Hill, Missouri 63127-1219, and **CALVARY FELLOWSHIP, INC.**, a Florida nonprofit corporation (hereinafter referred to as the "Grantee"), whose address is 5803 NW 151st Street, #207, Miami Lakes, Florida 33014.

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(Whenever used herein, the terms "Grantor and "Grantee" shall be deemed to include the parties to this Warranty Deed and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations. This singular shall be deemed to include the plural, and vice versa, where the context so permits.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, all that certain land situate in Broward County, Florida, to-wit:

> The real estate described on **Exhibit "A"** attached hereto and incorporated herein by reference, together with all improvements located thereon, fixtures therein contained or affixed and all appurtenances, easements and hereditaments thereto belonging (the "Property").

TO HAVE AND TO HOLD the Property, and all the estate, right, title, interest, lien and equity whatsoever of Grantor either in law or in equity or both, to the proper use, benefit, and behoof of Grantee and Grantee's successors and assigns in fee simple forever.

AND THE GRANTOR does hereby covenant and warrant to Grantee and Grantee's successors and assigns that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the subject Property; that said Property is free and clear of and from any encumbrances made or suffered by Grantor except taxes after December 31, 2012, covenant, restrictions, public utility easements of record, and existing zoning and governmental regulations and the terms of the next paragraph in this Deed (the "Permitted Exceptions"), without reimposing the same, and that subject to said Permitted Exceptions, Grantor will warrant and defend the title to the Property unto Grantee and

Grantee's successors and assigns forever against the lawful claims and demands of all persons whomsoever.

AND FURTHER, to have and to hold said tract or parcel of land, with the appurtenances, estate, title and interest thereto, belonging to Grantee, its successors and assigns forever, for the use and benefit of those of the membership, even though they may be a minority, who adhere to, maintain and propagate the doctrines, faith and practices of the missionary Baptist churches which cooperate with the Florida Baptist Convention and the Southern Baptist Convention; and failure or refusal of the membership of said church, even though they be a majority, to adhere to, maintain and propagate the doctrines, faith and practices of missionary Baptist churches and to cooperate with the Florida Baptist Convention and the Southern Baptist Convention, shall constitute such a deviation from the accepted usages, practices and beliefs of Baptists, that said majority shall no longer constitute the true congregation of said church, the title to the Property shall vest in, and be held for, the use and benefit of the minority who do adhere to, maintain and propagate the doctrines, faith and practices of the members of missionary Baptist churches which cooperate with the Florida Baptist Convention and the Southern Baptist Convention; and in the event the entire membership of the Grantee should fail or refuse to follow or should renounce the doctrines, faith and practices of members of Baptist churches which cooperate with said Conventions, then the title to the Property shall become vested in the Florida Baptist Convention, or its successors, to be used for church and mission purposes.

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IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Theodoria Widdicombe

Print Name: Sandra Sauter

GRANTOR:

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD, a Missouri nonprofit corporation

By: Robert J. Uthoff
Robert J. Uthoff, Vice President - LRG

STATE OF Missouri
COUNTY OF St Louis

The foregoing instrument was acknowledged before me this 30th day of January, 2013 by Robert J. Uthoff, as Vice President of LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD, a Missouri nonprofit corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

KRISTI M. WILSON
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: July 12, 2015
Commission Number: 11119727

Print Name: Kristi M. Wilson
Notary Public, State of Missouri
My commission expires: July 12, 2015
Serial No., if any: 11119727

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

Parcel P, SUNSET LAKES, according to the plat thereof, as recorded in Plat Book 163, Page 20, Public Records of Broward County, Florida.

LESS AND EXCEPT: Lands described in Special Warranty Deed recorded in Official Records Book 41414, Page 252, Public Records of Broward County, Florida.

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EXHIBIT C

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE15-015501 (18)

FRAGAMAR, LLC

Plaintiff,

vs.

CALVARY FELLOWSHIP, INC.

Defendant.

_____/

PLAINITIFF, FRAGAMAR, LLC'S RESPONSE IN OPPOSITION TO DEFENDANT, CALVARY FELLOWSHIP, INC.'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT

Plaintiff, Fragamar, LLC, by and through its undersigned counsel, responds in opposition to Defendant Calvary Fellowship, Inc.'s Motion to Dismiss Plaintiff's Complaint, and in support thereof state as follows:

INTRODUCTION

1. This is an action for declaratory and injunctive relief for the establishment of an implied grant of a way of necessity by Plaintiff over a portion of Defendant's land.

2. On September 22, 2015, Defendant filed its Motion to Dismiss, arguing that the Complaint should be dismissed on the grounds that Defendant acquired its property without notice of the alleged implied grant of a way of necessity, and, further, that due to the location of Plaintiff's property, an implied grant of a way of necessity is not permitted. However, for the reasons set forth below, both arguments proffered by Defendant do not support its requested relief; the Motion to Dismiss should be denied.

LEGAL STANDARD

3. A motion to dismiss tests the legal sufficiency of a complaint to state a cause of action and is not intended to determine issues of ultimate fact. *Holland v. Anheuser Busch, Inc.*, 643 So.2d 621, 623 (Fla. 2d DCA 1994). And, while a defendant may have affirmative defenses which would absolve it of liability, such defenses are not properly raised in a motion to dismiss because they would require the court to look beyond the four corners of the complaint. *Pizzi v. Central Bank & Trust Co.*, 250 So.2d 895, 897 (Fla.1971); *Wausau Ins. Co. v. Haynes*, 683 So.2d 1123, 1125 (Fla. 4th DCA 1996).

4. Florida law is well settled that in order to withstand a motion to dismiss, the complaint need only state "ultimate facts sufficient to indicate the existence of a cause of action." *Greenwald v. Triple D Properties, Inc.*, 424 So.2d 185, 187 (Fla. 4th DCA 1983); *see also* Fla. Rule Civ. P. 1.110(b)(2) ("A pleading which sets forth a claim for relief... must state a cause of action and shall contain... (2) a short and plain statement of the ultimate facts showing that the pleader is entitled to relief").

5. "In short, if the pleader alleges the necessary elements of the cause of action, the complaint states a cause of action." *Miller v. Foster*, 686 So.2d 783, 784 (Fla. 4th DCA 1997).

6. In ruling on a motion to dismiss, the trial court must confine itself strictly to the allegations within the four corners of the complaint, draw all inferences in favor of the pleader, and accept as true all well-pleaded allegations. *Fox v. Prof'l Wrecker Operators of Florida, Inc.*, 801 So.2d 175, 179 (Fla. 5th 2001).

7. "It is not for the court to speculate whether the allegations are true or whether the pleader has the ability to prove them." *Id.*

8. Thus, the "question for the trial court to decide is simply whether, assuming all the allegations in the complaint to be true, the plaintiff would be entitled to the relief requested." *Id.* It is in this context that we must examine Defendant's Motion to Dismiss.

ALLEGATIONS SET FORTH IN THE COMPLAINT

9. The Complaint contains the following relevant allegations:

a. "Fragamar and Calvary own adjacent parcels of real property located in Miramar, Florida. Fragamar's property, more fully detailed below, is referred to herein as Parcel P-1; Calvary's property, also more fully detailed below, is referred to herein as Parcel P-2." Complaint, ¶ 5.

b. "Parcel P-1 and Parcel P-2 are bordered by SW 186th Avenue on the West; Parcel P-1 is also bordered by Miramar Parkway on the South. Parcel P-2 has full access (ingress and egress) to a public right-of-way by an 80.95-foot strip of land abutting SW 186th Avenue ("Full Access Portion"). Parcel P-1 has only limited access (ingress only) to a public right-of-way by a by a 40-foot strip of land abutting Miramar Parkway ("Limited Access Portion"). Attached as **Exhibit '1'** is a detail section of the relevant plat, which shows both the Full Access and Limited Access Portions. Without the ability to utilize the Full Access Portion, Parcel P-1 has no reasonable means of egress." Complaint, ¶ 6 (emphasis in original).

c. "Thus, at issue in this proceeding is the necessity for Fragamar to gain access to the Full Access Portion in order to have any means of egress from Parcel P-1." Complaint, ¶ 7.

d. "By way of background, Parcel P-1 and Parcel P-2 were originally under common ownership as one large parcel, called Parcel P. Parcel P was created by the plat of SUNSET LAKES, recorded on July 23, 1997 at Plat Book 163, Page 20 of the Public Records of Broward County, Florida. Attached as **Exhibit '2'** is a copy of the plat. While under common ownership, Parcel P had access to both the Full Access Portion and the Limited Access Portion." Complaint, ¶ 8 (emphasis in original).

e. "Parcel P was previously owned in its entirety by Sunset Lake Associates, who then conveyed the entire Parcel P to American Learning Systems, Inc. ("American Learning"). A copy of the Special Warranty Deed into American Learning is attached hereto as **Exhibit '3.'** On December 21, 2001, Parcel P was then again purchased in its entirety by New Life Lutheran Church – Missouri Synod, Inc. ("New Life"). A copy of the Warranty Deed into New Life is attached hereto as **Exhibit '4.'"** Complaint, ¶ 9 (emphasis in original).

f. "On January 30, 2006, Parcel P was subdivided when New Life sold the southern portion of Parcel P (*i.e.*, Parcel P-1) to Fragamar, and retained ownership over

the northern portion (*i.e.*, Parcel P-2). A copy of the Deed conveying title to Fragamar is attached hereto as **Exhibit '5.'** Fragamar is the current owner of Parcel P-1." Complaint, ¶ 10 (emphasis in original).

g. "As conveyed to Fragamar, Parcel P-1 does not include any part of the Full Access Portion of Parcel P, nor any express easement granting Fragamar access to the Full Access Portion. Thus, it was at the time of this conveyance that Parcel P-1 became landlocked, with no reasonable or practicable way of egress." Complaint, ¶ 11.

h. "Use of the Full Access Portion is necessary for Fragamar's reasonable use and enjoyment of its property, given that without access to the Full Access Portion, there is no way to exit Parcel P-1." Complaint, ¶ 12.

i. "New Life later sold Parcel P-2 to Lutheran Church Extension Fund-Missouri Synod on April 29, 2011, which later sold Parcel P-2 to Calvary on January 30, 2013. Copies of the Lutheran Church Deed and Calvary Deed are attached hereto as **Exhibit '6'** and **Exhibit '7,'** respectively. Calvary is the current owner of Parcel P-2." Complaint, ¶ 13 (emphasis in original).

j. "Stated above, Parcel P was previously owned in its entirety by a single owner. While under common ownership, Parcel P had full access to a public right-of-way via the Full Access Portion. Parcel P was then sub-divided by that common-source owner into two parcels: (i) one that Calvary now owns with full access (both ingress and egress) to a public right of way, *i.e*, Parcel P-2; and (ii) one that Fragamar now owns without full access (no means of egress) to a public right of way, *i.e.*, Parcel P-1. It was at the time of subdividing Parcel P that Parcel P-1 became cut-off from any egress access to a public road. Thus, Parcel P-1 has no reasonable or practicable way of egress except through the use of the Full Access Portion located on Parcel P-2. Fragamar's use of the Full Access Portion is reasonably necessary for the beneficial use or enjoyment of its property." Complaint, ¶ 15.

10. In accordance with Fla. R. Civ. P. 1.130, the provisions of the Exhibits attached to the Complaint, and referenced above, shall be considered as part of the Complaint.

ARGUMENT

11. Defendant's first argument in the Motion to Dismiss is that the Complaint fails as a matter of law "because Fragamar has not alleged that Calvary – a subsequent grantee – had notice of the purported easement by necessity when it acquired its parcel." Motion to Dismiss, page 3, sub A.

12. In support of this contention, Defendant cites only to the recording statute Fla. Stat. § 695.01(1) and the cases of *Williams Island Country Club, Inc. v. San Simeon at the California Club, Ltd.*, 454 So. 2d 23, 25-26 (Fla. 3d DCA 1984) and *Florida Power & Light Co. v. Rader*, 306 So. 2d 565, 566-67 (Fla. 4th DCA 1975). However, neither the cited statute nor case law deal with an implied grant of a way of necessity per Fla. Stat. § 704.01(1).

13. An implied grant of a way of necessity is governed by Fla. Stat. § 704.01(1). Both this statute and Florida case law support that in order to state a valid cause of action for an implied grant of a way of necessity, one need only allege the following: (1) both properties must at one time have been owned by the same party; (2) the common source of title must have created the situation causing the dominant tenement to become landlocked; and (3) at the time the common source of title created the problem the servient tenement must have had access to a public road. Fla. Stat. § 704.01(1); *PGA North II of Florida, LLC v. Division of Administration, State of Florida Dep't of Transp.*, 126 So. 3d 1150, 1154 (Fla. 4th DCA 2012); *Enzor v. Rasberry*, 648 So.2d 788, 791-92 (Fla. 1st DCA 1994) *See also* the Motion to Dismiss, page 5 wherein Defendant states: "It is well-settled that in order for the owner of a dominant tenement to be entitled to a way of necessity over the servient tenement, (1) both properties must at one time have been owned by the same party, (2) the common source of title must have created the situation causing the dominant tenement to become landlocked, and (3) at the time the common source of title created the problem the servient tenement must have had access to a public road." Simply, Fla. Stat. § 704.01(1) imposes no notice requirement to preserve a right or state a claim for an implied grant of a way of necessity.

14. As such, the Complaint contains all three of the requisite allegations to support a cause of action for an implied grant of a way of necessity. *See* Complaint, ¶¶ 5 – 13, 15.

Accordingly, the Complaint states a cause of action for implied grant of a way of necessity. *Miller v. Foster*, 686 So.2d at 784 ("if the pleader alleges the necessary elements of the cause of action, the complaint states a cause of action."). The Motion to Dismiss should be denied.

15. Further, and alternatively, although Plaintiff disagrees that "notice," as alleged by Defendant, is an element in a cause of action for an implied grant of a way of necessity, the Complaint does contain sufficient allegations to support that Defendant did have this notice. For example, without limitation and discussed below, the exhibits to the Complaint show that the recorded plat details the Access restrictions. Regardless, whether Defendant did or did not have this alleged requisite notice is an issue of fact that is clearly inappropriate to resolve on a Motion to Dismiss. The Motion to Dismiss should be denied.

16. Defendant's second argument in the Motion to Dismiss is that the Complaint "on its face" establishes that Plaintiff's property abuts two public roads, therefore a common law easement by necessity is improper. Motion to Dismiss, ¶ 2.

17. Throughout the Complaint, Plaintiff clarifies that, although Plaintiff's property may physically abut two public roads (SW 186th Avenue and Miramar Parkway), Plaintiff's property only has ingress access to its property via Miramar Parkway (*i.e.*, the Limited Access Portion); due to plat restrictions, Plaintiff cannot access any portion of SW 186th Avenue, except via the Full Access Portion located on Defendant's property. Complaint, ¶¶ 5 – 13, 15; *see also*, Fla. Stat. § 704.01(1)("an implied grant or easement in lands or estates exists where there is no other reasonable and practicable way of egress, **or** ingress...")(emphasis added).

18. Defendant disregards the above-mentioned allegations and labels them "conclusory." Specifically, Defendant states: "Although Plaintiff refers to this access as limited, it fails to assert any factual allegations supporting that characterization. **Indeed, neither the**

allegations nor the Exhibits to the Complaint provide a factual basis for that conclusory allegation." Motion to Dismiss, page 2 – 3 (emphasis added).

19. However, again, the Complaint contains sufficient allegations to support that the Limited Access Portion is, in fact, limited. To wit, the Complaint contains allegations in ¶¶ 5 – 13, 15 to support same. These allegations, alone, are sufficient to withstand a motion to dismiss as they are clearly a short and concise statement of ultimate facts showing that Plaintiff is entitled to the relief it seeks. Fla. Rule Civ. P. 1.110(b)(2).

20. Attached as Exhibit "1" to the Complaint is a detail portion of the subject plat which shows both the Full Access Portion and Limited Access Portion. And, more specifically, attached as Exhibit "2" to the Complaint is a full copy of the subject plat which shows on Sheet 3 the entirety of Parcel P and the Full Access Portion and Limited Access Portion. Notably, Sheet 3 of the plat has an arrow pointing to the Limited Access Portion with a notation that reads "40' OPENING RIGHT TURNS IN ONLY" (emphasis in the original). Therefore, contrary to Defendant's baseless allegation noted above, both the Complaint and the Exhibits attached thereto support Plaintiff's well-founded assertion that the referenced access on Parcel P-1 is limited. Under these circumstances, an implied grant of a way of necessity is not only proper, but warranted. The Motion to Dismiss should be denied.

21. Last, Plaintiff maintains that the Motion to Dismiss should be denied as it is untimely. In accordance with Fla. R. Civ. P. 1.140, Defendant had twenty (20) days from service to respond to the Complaint. The Complaint was served upon Defendant on August 31, 2015. *See* portion of service email attached hereto as **Exhibit "1."** Therefore, a response to the Complaint was due by midnight of September 21, 2015. Fla. R. Civ. P. 1.090(a). However, evident from the filing date-stamp on the Motion to Dismiss, the Motion was not filed until

12:03:56 AM on September 22, 2015. Accordingly, the Motion to Dismiss is untimely and should be denied.

WHEREFORE, based on all of the foregoing, Plaintiff Fragamar, LLC requests the entry of an Order denying Defendant Calvary Fellowship, Inc.'s Motion to Dismiss Plaintiff's Complaint in its entirety, and for such other and further relief this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via electronic mail to Joan Carlos Wizel, Esq. (jcw@lydeckerdiaz.com; evt@lydeckerdiaz.com; ol@lydeckerdiaz.com), *Counsel for Calvary Fellowship, Inc.*, LYDECKER | DIAZ, 2525 1221 Brickell Avenue, 19th Floor, Miami, FL 33131, this 26th day of October, 2015.

/s/ Glenn N. Smith, Esq.
GLENN N. SMITH, ESQ., FBN: 165334
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Telephone: (954) 888-2666; Fax: (954) 333-4066
Attorneys for Plaintiff

Elizabeth Adler

From:	Elizabeth Adler
Sent:	Monday, August 31, 2015 3:00 PM
To:	Steven Wherry; Emanuel Galimidi
Cc:	Glenn Smith; Linda Davis2
Subject:	RE: Proposed Easement
Attachments:	Civil Cover Sheet.pdf; Complaint.pdf

In furtherance of the below, Mr. Galimidi – attached please find a copy of the Complaint and the Civil Cover sheet filed on Friday (8/28/15).

Thanks,

Liz

GreenspoonMarder LAW

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elizabeth.adler@gmlaw.com
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From: Steven Wherry

Sent: Monday, August 31, 2015 2:51 PM
To: Emanuel Galimidi; Elizabeth Adler
Subject: RE: Proposed Easement

Elizabeth,

I spoke with Emanuel Galimidi who said his office can accept service for Calvary Fellowship, Inc. and that we can consider today as the date of service.

If we come upon a deadline for Emanuel's office to file an answer or other response in this case and he requests additional time, we should be as collegial and cooperative as we can in considering such request.

Thanks,
Steve

GreenspoonMarder LAW

Steven Wherry, Shareholder
LEED Accredited Professional
steven.wherry@gmlaw.com

EXHIBIT 1