



CITY OF LAUDERDALE LAKES CITY COMMISSION MEETING

NOTICE OF MEETING TO BE CONDUCTED BOTH IN PERSON AND THROUGH THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY (HYBRID MEETING)

The City Commission of the City of Lauderdale Lakes, Florida will be conducting a Regular public meeting held in part through the use of Communications Media Technology (CMT) and in-person attendance in accordance with City of Lauderdale Lakes Emergency Ordinance 2021-010, adopted by the City Commission on December 8, 2020. The City of Lauderdale Lakes City Hall facility is open to the public for this meeting, subject to compliance with applicable City administrative policies, procedures and CDC guidance, which include, without limit, requirements for social distancing and the wearing of facial coverings. The public may also attend this meeting through the following access locations:

- Watch the meeting via Lakes Live TV
- Watch the meeting on Comcast Cable Channel 78
- Join the meeting via Zoom
- Join the meeting via telephone

PUBLIC PARTICIPATION

Any member of the public wishing to submit a petition from the public or make a public comment on an item may do so by submitting a public comment form prior to the meeting. The form can be accessed by visiting the City's Clerks webpage and by selecting City Commission/Workshops/CRA Meetings or by clicking the following link: <https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58>. Members of the public can also email such to the City Clerk at cityclerk@lauderdalelakes.org prior to 7:00 p.m. on May 24, 2022. You may call 954-535-2709 if you are not able to connect to the zoom meeting via the video link and would like to make a public comment. All submitted public petitions should be no more than three (3) minutes and will be read into the record of the meeting.

****INSTRUCTIONS FOR HYBRID MEETING AND PUBLIC PARTICIPATION****

Watch the meeting via Lakes Live TV:

Go to www.lauderdalelakes.org

Scroll down to Lakes Live TV

Select "Live" to watch it live or "On Demand" to watch it at a later date

Watch the meeting via Comcast/Xfinity Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting

Join the meeting via Zoom:

<https://us06web.zoom.us/j/87109393205>

Join the meeting via telephone:

US: 1 312 626 6799 or 1 646 558 8656

Meeting ID: 871 0939 3205

If any member of the public requires additional information about the City Commission Meeting or has questions about how to submit a petition from the public or make a public comment, please contact the City Clerk:

Venice Howard, City Clerk
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319
954-535-2707
cityclerk@lauderdalelakes.org



CITY COMMISSION MEETING AGENDA

City Commission Chambers

May 24, 2022

7:00 PM



Mayor Hazelle Rogers - Vice-Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips - Commissioner Karlene Maxwell-Williams - Commissioner Beverly Williams



City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

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

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

Please turn off or silence cell phones. Any person requiring Auxiliary Aids and services must contact the City Clerk's Office at 954-535-2705 at least 24 hours prior to the meeting.

If you or someone you know is hearing or speech impaired, please call Florida Relay Service at 1-800-955-8770 or 8771.

- **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 outline in Sec. 2-54 (2) of the Code of Ordinances.
- **Petitions From the Public** - Each person desiring to petition the City Commission will be allotted three minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.
- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m.
- **Speaking on an item on the Agenda** - Individuals wishing to speak on an item on the Agenda need to submit a public comment form by accessing the following link <https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58> to be recognized by the Mayor.

The City Commission Meeting is a business meeting and as such, please conduct yourselves in a respectful and professional manner, both in tone of voice, as well as choice of words.

Please direct your comments to the City Commission as a body through the presiding office and not to the audience or individual City Commissioner.

As your City Commission, we will abide by the debate and decorum rules which provides for each City Commissioner to speak 10 minutes at a time on each subject matter. After every Commissioner have spoken, the Mayor will provide for other comments.

The above represents a summarization of the rules and procedures as adopted by Ordinance. Copies of the Code Section related to rules and procedures are available from the City Clerk's office.



City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

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1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A. INVOCATION PROVIDED BY REVEREND ROBENS CHERY, PASTOR - REVELATION CHRISTIAN CHURCH
 - B. PLEDGE OF ALLEGIANCE LED BY STEFANIE MORANCY - KEY CLUB STUDENT FROM BOYD H. ANDERSON HIGH SCHOOL
 4. **PROCLAMATIONS/PRESENTATIONS**
 - A. PRESENTATION - 2022 LEGISLATIVE SESSION UPDATE FOR THE CITY OF LAUDERDALE LAKES - BECKER & POLIAKOFF
 - B. PRESENTATION - MY BAG CAMPAIGN - CYNDY LAW
 - C. PROCLAMATION - AFRICAN-AMERICAN MUSIC APPRECIATION MONTH (SPONSORED BY COMMISSIONER EDWARDS PHILLIPS)
 - D. PROCLAMATION - JUNETEENTH (SPONSORED BY MAYOR ROGERS)
 - E. PROCLAMATION - NATIONAL CARIBBEAN-AMERICAN HERITAGE MONTH (SPONSORED BY MAYOR ROGERS)
 - F. PROCLAMATION - FARMSHARE APPRECIATION MONTH (SPONSORED BY MAYOR ROGERS)
 5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A. MAY 9, 2022 CITY COMMISSION WORKSHOP MINUTES
 - B. MAY 10, 2022 CITY COMMISSION MEETING MINUTES
 6. **PETITIONS FROM THE PUBLIC**
 7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
 8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
 9. **CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**
 - A. RESOLUTION 2022-050 AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT FUNDING FROM THE FY 2023 FLORIDA DIVISION OF ARTS & CULTURE, CULTURAL FACILITIES GRANT PROGRAM IN AN AMOUNT OF \$500,000 FOR THE LAUDERDALE LAKES COMMUNITY CENTER AND FURTHER AUTHORIZING AN AMOUNT OF \$1,000,000 AS THE CITY'S MATCHING FUNDS

The Florida Department of State, Division of Arts & Culture offers grants through its Cultural Facilities Grant Program. This resolution authorizes the submission of a grant application not to

exceed \$500,000 with matching funds of \$1,000,000 to construct a community center in the City of Lauderdale Lakes.

- B.** RESOLUTION 2022-051 AUTHORIZING THE CITY OF LAUDERDALE LAKES TO SUBMIT A PROPOSAL RESPONSIVE TO THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HURRICANE LOSS MITIGATION PROGRAM FOR THE 2022/2023 FUNDING YEAR, PURSUANT TO RFP-DEM-21-22-026

This resolution acknowledges the public hearing providing an opportunity for members of the public to provide comments regarding the proposed programs for the application for funding from the State of Florida Division of Emergency Management Program Year 2022/2023 Cycle.

- C.** RESOLUTION 2022-052 AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN 2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

This resolution provides for the execution of the Interlocal Agreement between the City of Lauderdale Lakes and Broward County for distribution of gas taxes from the one cent (\$.01) additional option gas tax.

- D.** RESOLUTION 2022-053 AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN 2022 AMENDMENT TO INTERLOCAL AGREEMENT WITH BROWARD COUNTY, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

This resolution provides for the execution of the Interlocal Agreement between the City of Lauderdale Lakes and Broward County for distribution of gas taxes from the three cent (\$.03) additional option gas tax.

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2022-054 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN SAFA CONSTRUCTION, LLC AND THE CITY OF LAUDERDALE LAKES ("CONTRACT"), IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND AND NO/100 (\$51,000.00) DOLLARS, PROVIDING FOR EMERGENCY REPAIR AND RESTORATION OF THAT CERTAIN STRUCTURAL SUPPORT COLUMN IN THE CITY'S OUTDOOR BASKETBALL COURT LOCATED AT THE CITY'S PUBLIC PARK FACILITY KNOWN AS THE VINCENT TORRES MEMORIAL PARK, PURSUANT TO ARTICLE XIII, SECTION 82-358(C) OF THE LAUDERDALE LAKES PROCUREMENT CODE (EMERGENCY PURCHASING)

This resolution authorizes emergency repairs to Vincent Torres Memorial Park utilizing the Contractor, Safa Construction, LLC as a single source proprietor, in an amount not to exceed \$51,000.

- B.** RESOLUTION 2022-055 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2022, PERIOD 7 (APRIL); FINANCIAL ACTIVITY REPORTS, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES

This resolution serves to ratify the filing and presentation of the City's Fiscal Year April FY 21-2022 (Period 7) Financial Activity Reports prepared by the Financial Services Department.

- C.** RESOLUTION 2022-056 AUTHORIZING THE REPLACEMENT OF THE ROOF AT CITY HALL BY THE CONTRACTOR PROVINCIAL SOUTH, INC. D/B/A PSI ROOFING, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEMS (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 211001 ("CONTRACT")

This resolution authorizes the use of the Job Order Contract No. 211001 with Provincial South, Inc. dba PSI Roofing, to complete the City Hall Building Roof Replacement through the Cooperative Program, The Interlocal Purchasing System (TIPS), in an amount not to exceed \$730,800.

- D.** RESOLUTION 2022-057 RETROACTIVELY APPROVING THE PURCHASE OF HAITIAN FLAGS, HIRING OF ONE BROWARD COUNTY SHERIFF DEPUTY, DISPLAYING HAITIAN

FLAGS, AND APPROVING SOCIAL MEDIA MESSAGES

This is a resolution to approve the purchase of Haitian flags for "Haitian Flag Day," approve the hiring of a Broward Sheriff Office deputy to oversee the City of Lauderdale Lakes' "Haitian Flag Day" Celebration, approve the display of Haitian flags throughout the "We Care" city and approve social media messages.

E. RESOLUTION 2022-058 URGING GOVERNOR RON DESANTIS TO VETO SENATE BILL 620 (SPONSORED BY VICE MAYOR DAVIS)

This resolution urges The Honorable Governor Ron Desantis to veto Senate Bill 620 which would allow business damages to be assessed against counties and cities in certain circumstances.

F. RESOLUTION 2022-059 APPOINTING A MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD

This resolution appoints Kelvin Matthew Phillips to the Parks and Recreation Board.

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY COMMISSIONERS

15. REPORT OF THE CITY MANAGER

16. REPORT OF THE CITY ATTORNEY

17. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Mayor Hazelle Rogers - Vice-Mayor Marilyn Davis

Commissioner Veronica Edwards Phillips - Commissioner Karlene Maxwell-Williams - Commissioner Beverly Williams

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

PRESENTATION - MY BAG CAMPAIGN - CYNDY LAW
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Summary

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 5/24/2022

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
MAY 9, 2022 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> May 9th CC Workshop Minutes	Resolution



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP MINUTES
City Commission Chambers
May 9, 2022
5:00 PM

1. CALL TO ORDER

Mayor Hazelle Rogers called the May 9, 2022, Hybrid City Commission Workshop to order at 5:00 p.m. and read the virtual meeting procedures into the record.

2. ROLL CALL

PRESENT

Mayor Hazelle Rogers
Vice Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips
Commissioner Karlene Maxwell-Williams
Commissioner Beverly Williams

ALSO PRESENT

City Manager Phil Alleyne
Assistant City Manager Treasa Brown-Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. DISCUSSION

REVIEW OF THE MAY 10, 2022 CITY COMMISSION MEETING AGENDA

City Manager, Phil Alleyne, reviewed the following City Commission agenda items:

RESOLUTION 2022-041

ITEM 9.A. CREATING THE NON-STATUTORY BUDGET ADVISORY COMMITTEE FOR FISCAL YEAR 2022-2023

This item was on Consideration of Resolutions on Consent Agenda. No discussion was held.

RESOLUTION 2022-042

ITEM 9.B. AUTHORIZING A CONTRACT AMENDMENT FOR THE CONTRACT NO #19-3410-04R, COMMUNITY BUS PROGRAM, FOR THE LIMOUSINES OF SOUTH FLORIDA, INC. TO ALLOW EXPANSION OF THE COMMUNITY SHUTTLE SERVICES AND INCLUDE SUNDAY SERVICES

This item was on Consideration of Resolutions on Consent Agenda. No discussion was held.

RESOLUTION 2022-043

ITEM 10.A. APPROVING, WITH CONDITIONS, THE CONDITIONAL USE APPLICATION NO. 03-CU-21 SUBMITTED BY DR. LUC DORE, REQUESTING CONDITIONAL USE APPROVAL PERMITTING A NURSING SCHOOL WITHIN THE OFFICE PARK (OP) ZONING DISTRICT, ON THE PROPERTY COMMONLY KNOWN AS HEADWAY OFFICE PARK

Commissioner, Beverly Williams, expressed concerns regarding the operation of the school, the school type, duration, curriculum, school license and type of certification to be received.

Discussion ensued regarding the standards that the city commission would consider for approving the application.

Development Services Director, Tanya Davis-Hernandez, stated that the school meets the standards of the City's comprehensive plan. She read into the record parts of the City's Code regarding the criteria that is within the Office Park, where the school would be located, and informed the city commission that if the school meets the criteria and they think that the business would be a compatible use to the existing businesses, they can make a determination to approve or deny the application.

Further discussion ensued as to the build-out requirements of the school.

RESOLUTION 2022-044

ITEM 10.B. APPROVING, WITH CONDITIONS, VARIANCE APPLICATION NO. 04-VA-21 ("APPLICATION"), SUBMITTED BY NABEEL ABDEL KADER, REQUESTING A VARIANCE FROM SUBSECTION 909 (PERMANENT SIGNS) OF CHAPTER 9 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS IN CONNECTION WITH THAT CERTAIN RETAIL STORE KNOWN AS BEAUTY SUPPLY 4 U LOCATED AT THE NORTHWEST CORNER OF NORTH STATE ROAD 7 (U.S. HIGHWAY NO. 441) AND WEST OAKLAND PARK BOULEVARD

Development Services Director, Tanya Davis-Hernandez, stated that this application is for a variance from the sign code, which is restrictive in terms of the square footage allowed for the signage used in the city. She read the standards in the code relating to approving or denying a variance.

City Attorney, Sidney Calloway, advised that both items under 10.A. and 10.B. are matters which fall under Section 304 requiring a quasi judicial proceeding, the adjudication by the city commission of the facts and circumstances relating to these particular applications. The city commission will look to all of the standards for both the conditional use and variance and make a finding that there is or is not substantial, competent evidence that the standards have been met.

Vice Mayor, Marilyn Davis, advised that she had driven north and south on 441 and the current sign was visible in both directions. She began to go into further details regarding her thoughts for the variance application but was interrupted by the city attorney and advised to keep an open mind for the hearing to be held during the city commission meeting on the following night.

RESOLUTION 2022-045

ITEM 10.C. RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' LAND USE PLAN (FUTURE LAND USE ELEMENT), PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED LAND USE PLAN TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION

Development Services Director, Tanya Davis-Hernandez, advised that this particular item is one step closer to the future land use being complete. The process began in 2018 or a little earlier and is long and tedious. After the adoption by the State, the City must transmit the recertification to the Planning Council,

who will then review the application and the future land use and provide comments to the City based on the policies that are in their current code. Staff is hoping they will approve the item. This must be approved by the Broward County Commission. Once this portion is complete, the maps for the text amendment must be adopted and accompanied with the written documents for approval. The application will cost the City \$18,000.

RESOLUTION 2022-046

ITEM 10.D. AUTHORIZING PURCHASE OF AN UPGRADED TELEPHONE SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS, FROM RINGCENTRAL, INC., IN AN AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00) ALSO AUTHORIZING THE ANNUAL COST OF THE LICENSES AND SERVICES IN AN AMOUNT OF \$24,058.80

Financial Services Director, Asheley Hepburn, stated that the City's current telephone system is 18 years old and is no longer supported by the manufacturer. He stated that as part of the budget process last year, the city commission agreed with staff's recommendation to make an investment in a new telephone system. The new system would provide the latest technology. One hundred eighteen phone lines would be purchased and provide a host of various features. Additionally, it provides a feature that will allow a fail-safe that allows the phone system to be distributed by landline or cellular. This investment will cost the City \$60,000 and is less than the approved budget.

Discussion ensued regarding the the fees, repair and maintenance and warranty.

RESOLUTION 2022-047

ITEM 10.E. ACCEPTING THE FISCAL YEAR 2020/2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT

Financial Services Director, Asheley Hepburn, introduced Mr. Roderick Harvey and his team to provide a presentation regarding the fiscal year 2021 audit.

HCT Representative, Roderick Harvey, and his team discussed the audit results, required communication, other matters in a summary format, supplemental slides and responsibilities. He advised that their scope of the audit includes them providing an opinion in accordance with Governmental Auditing Standards (GAS) and the Auditor General. There were no changes to the initial audit assessment or audit strategy and there were no outstanding matters. He continued his presentation as follows:

- There were no new pronouncements that have an effect on the audit year FY 2021.
- There were no matters to report for uncorrected misstatements, any areas to note for corrections were made, and no matters to report as relates to financial presentation and disclosure omissions.
- There were no matters to report relating to those charged with governance.

He continued to report the City's financial statement areas in financial reporting, revenues, expense capital assets, receivables, and long term debt. Additionally, he outlined their responsibilities as the City's auditor, which is to report and to express an opinion on the financial statements, as well as evaluate the control environment although they do not express an opinion on it. He explained the responsibilities of management, and the city commission. Mr. Harvey advised the the completed report will be submitted during the city commission meeting on the following night.

RESOLUTION 2022-048

ITEM 10.F. AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT TO ACCEPT GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY FOR THE IMPLEMENTATION OF THE 2021 "MOST" CAMP PROGRAM IN THE AMOUNT OF \$117,345 FOR THE PERIOD OF MAY 1, 2022, THROUGH AUGUST 31, 2022, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A CITY MATCH

IN AN AMOUNT NOT TO EXCEED \$14,805

Assistant City Manager, Treasa Brown Stubbs, advised that this is the annual summer camp grant through the Children's Services Council. This City will have a full camp this year with full funding and serve 115 children. The summer camp will open on June 13th and run for eight weeks through August 5th. Registrations are currently being accepted.

RESOLUTION 2022-049

ITEM 10.G. APPOINTING A MEMBER TO THE PLANNING AND ZONING BOARD

There was no discussion on this item.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. DISCUSSION REGARDING ARTWORK FOR UTILITY BOXES

Assistant Director of Financial Services, Bobbi Williams, stated that staff has done comprehensive work on the artwork for the utility boxes project. A presentation of artwork was done at the April 25th city commission workshop. Based on the comments from the city commission, the branding, history, culture and fearless five, with some exceptions were accepted. One of the areas lacking was to include artwork that were significant or synonymous with Black Lives Matters. Staff reached out to a local artist who worked very well with the city and came up with some additional artwork, which was provided to the city commission, along with a rating sheet. The rating sheet consisted of the artwork from those artists presented at the last city commission workshop, as well as the new artwork signifying Black Lives Matter.

Discussion was held regarding media releases of elected officials.

City Attorney, Sidney Calloway, advised that pictures may be taken of elected officials, in their official capacities and deemed public record as part of the official's public duties.

B. DISCUSSION REGARDING CITY COMMISSION EXPENSES

City Manager, Phil Alleyne, stated that administration is still looking for direction from the city commission to move forward.

Mayor, Hazelle Rogers, advised that the city commission is waiting for the classification from the city attorney to move forward.

C. DISCUSSION REGARDING PROCEDURE FOR FILLING THE VACANCY OF THE MAYOR SEAT

City Attorney, Sidney Calloway, referred to Florida Statutes 99.012 as it pertains to Restrictions on individuals qualifying for public office.

He then referred to the City's charter Sections 3.10 (Vacancies; forfeiture of office; filling of vacancies) and 3.11 (Prohibitions) for further explanation. He stated that the City's charter is basically its constitution and supersedes everything except state law and the state's constitution. He spoke of the controlling charter provision relative to filling vacancies for the office of Mayor which states, "Whenever there is a vacancy in the office of Mayor, the Vice Mayor shall vacate his or her City Commission seat and automatically succeed to the post of Mayor upon taking the oath of office to serve until the next regular city election." He then continued to Section 3.09 (Vice-mayor; section, term, duties, vacancies; presiding officer; transition) which states, "Whenever there is a vacancy in the office of Vice Mayor, the City Commission shall select from among its members a successor to serve until the next regular election." Additionally, he referred to section Section 2-61 (Filling

vacancies in commission) Rule 23 which states, "Whenever an office of Commissioner in any group shall become vacant, as provided in the charter, it shall be filled by the remaining members of the Commission as provided in this rule as follows" which he stated is inconsistent with Section 3-10 of the City's charter because it is saying that it wants this provision to be read over Section 3.09 and it simply does not do that.

Discussion ensued about Mayor Rogers' resignation. Mr. Calloway explained that the resignation must be effective no later than the earlier of one of two dates: 1. The date the officer will take office if elected. 2. The second date would be the date that the officer's successor is required to take office. In this case, the vice mayor, according to the charter, Section 3-10 is going to succeed automatically whenever the mayor's vacancy becomes known.

Discussion ensued regarding the different scenarios regarding the seats of the mayor and vice mayor, and city commissioner seat.

Mr. Calloway stated that he would have further discussions regarding this matter, if necessary.

D. DISCUSSION REGARDING A REQUEST FOR THE CITY OF LAUDERDALE LAKES TO NAME THE STRETCH OF PERIMETER ROAD THAT RUNS ALONGSIDE OAKLAND PARK BOULEVARD FROM NW 43RD AVE TO NW 46TH AVE AS "ALL NATIONS NEW TESTAMENT CHURCH OF GOD FELLOWSHIP (NTCOGF) BOULEVARD" OR ANY OTHER WAY THAT WILL BE SUITABLE FOR SUCH

Mayor, Hazelle Rogers, advised that the church asked that this item be withdrawn from the agenda.

E. DISCUSSION REGARDING HAITIAN FLAG DAY

Communications & Community Outreach Officer, Martha Mercier, spoke about the Haitian Heritage Month resolution that passed on April 26th, celebrating in the entire month of May. The City will be celebrating with different events throughout the month. The Haitian community will be celebrating 218 years of independence. Haitian Flag Day is on May 18th and the City will be displaying Haitian flags throughout the city. Celebratory comments will be shared on social media sites to include Instagram, Twitter, and Facebook. Additionally, the City will be partnering with Boyd Anderson High School to host an event from 6:00p.m. - 8:00p.m. at the school. There will be food trucks, a fashion show, and music giveaways. Members of the community will receive resources from the community and the City. Information about Lakes Alert will be shared, the Game Changers Infant Program and the Young Achievers Summer Camp.

Mayor, Hazelle Rogers, spoke about the celebration and the culture in the City of Lauderdale Lakes and opened the floor for discussion on moving forward.

Consensus was built to move forward with the events. A resolution regarding the \$600 cost will be placed on the city commission meeting agenda at a later date.

To end, Mayor Rogers mentioned that she received a call to host a Haitian Flag Day event on May 18th at one of the City's parks. The wishes of the city commission is to have 2 Haitian Flag Day events in the city.

F. DISCUSSION REGARDING THE WELLNESS COMMITTEE INITIATIVES

City Clerk, Venice Howard, provided information about the wellness initiatives. She stated that a wellness committee was established which consisted of staff from various departments to give input as it relates to health, fitness and wellness overall. The vision is to promote physical activity and wellness. Staff, residents and family members can participate. The kick-off with the mayor's "Health is Wealth" two mile walk/bike event initiative is June 4th. The City has partnered with Florida Medical, Primary Medical, Broward Community and Family Health Centers and You Fit. The warm-up will begin at 7:30 a.m. at the roundabout at Greenway Trail. The walk will be along the C-13 canal, which will begin at State Road 441 to Northwest 31st Avenue and back, which should equate to about two miles. Cyclists will ride west, in the opposite direction along the C-13 canal. There will be free

COVID testing, vaccinations, HIV testing, and other health screenings like glucose, or blood pressure screening. Additionally, a boot camp class will be available for those who do not want to walk. This event coincides with the Florida League of Cities centennial anniversary encouraging walking daily. City staff is currently participating in their 100 miles in 100 day challenge. Those who are interested need to register. They can contact City Clerk, Venice Howard, or Dwight Hinkson in the mayor's office for additional information.

6. REPORTS

A. COVID-19 UPDATE

Assistant City Manager, Treasa Brown Stubbs, advised that the positivity rate has gone up in Broward, surrounding counties and throughout the nation. The hospitalizations have not significantly increased; however, COVID is still out there. There were a couple of cases in City programs, as well as City staff. She strongly encourage any visitors that come into City buildings to wear masks although it is no longer mandated. She asks that staff continue to give their vaccination cards to receive incentives through the Human Resources Department. Currently, 73 employees have been vaccinated.

B. UPDATE ON AMERICAN RESCUE PLAN ACT FUNDING

Financial Services Director, Asheley Hepburn, mentioned that the City adopted the \$10 million allowance for loss revenue provision which will drastically change how the items on the American Rescue Act Plan (ARPA) will be reported. As of April, the indicators on the items in which the City is actively spending dollars on at this time, are all in a positive direction. As it relates to the canal bank stabilization, the Gereffi room and the city commission chamber upgrades, the project manager has been hired as a contract employee and will be handling all three of those capital projects. In future meetings staff will provide a timeline for those programs that provide assistance to the residents and business owners. The report will include what the City is spending on ARPA and what is covered under the provision for the \$10 million loss revenue.

C. PETITION FROM THE PUBLIC

1. 4751 NW 24th Court - Parking Issues
2. 2999 NW 36th Lane - Issues at Bella Vista
3. 4515 N State Road 7 - Central Charter School Site Plan

Development Services Director, Tanya Davis-Hernandez, provided updates as follows:

1. 4751 NW 24th Court - Parking Issues - illegally parked cars have been towed and there is a plan in the works to allow the temple to tow cars.
2. 2999 NW 36th Lane - Issues at Bella Vista - the plans are in the process of being approved. They are working to resolve the issue to get the two seals that are pending.
3. 4515 N State Road 7 - Central Charter School Site Plan - scheduled to be heard by the Planning and Zoning Board on May 26th.

Comments were made relating to other matters as follows:

As it relates to the Oriole Plaza, City Attorney, Sidney Calloway, advised that his office has obtained all of the title reports to understand where the City's outstanding liens stack up against other existing financial encumbrances like mortgages. Currently, there appears to be at least two mortgages that are superior to the City's liens. His office is pursuing a lien foreclosure, and declaratory judgment, followed by a petition for injunctive relief. They expect to prevail on all of those measures.

Discussion ensued regarding parking at the library and Mayor Hazelle Rogers stated that the City needs to come up with a solution to solve the parking problems at that facility.

7. ADJOURNMENT

There being no further business to come before the City Commission, the Workshop was adjourned at 7:44 p.m.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

MAY 10, 2022 CITY COMMISSION MEETING MINUTES

Summary

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 5/24/2022

ATTACHMENTS:

Description

Type

May 10th CC Meeting Minutes

Minutes



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION MEETING MINUTES
City Commission Chambers
May 10, 2022
7:00 PM

1. CALL TO ORDER

Mayor Hazelle Rogers called the May 10, 2022, Hybrid City Commission Meeting to order at 7:00 p.m. and read the meeting instructions into the record.

2. ROLL CALL

PRESENT

Mayor Hazelle Rogers
Vice Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips
Commissioner Karlene Maxwell-Williams
Commissioner Beverly Williams

ALSO PRESENT

City Manager Phil Alleyne
Assistant City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Pastor Allan Baugh of First Church of the Open Bible.

The Pledge of Allegiance was led by Shekira Maxwell, Lauderdale Lakes Teen Center participant.

4. PROCLAMATIONS/PRESENTATIONS

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. APRIL 25, 2022 CITY COMMISSION WORKSHOP MINUTES

B. APRIL 26, 2022 CITY COMMISSION MEETING MINUTES

Commissioner Beverly Williams made a motion to approve the April 25, 2022, City Commission Workshop minutes, and the April 26, 2022, City Commission Meeting minutes.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

6. PETITIONS FROM THE PUBLIC

Public comment was provided by Prince Renaud, resident of the Bella Vista community, regarding needing clarification on matters within the CRA's agreement.

Hugh Jarrett spoke about the challenges faced with the Championship Academy Charter School project.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

A. RESOLUTION 2022-041 CREATING THE NON-STATUTORY BUDGET ADVISORY COMMITTEE FOR FISCAL YEAR 2022-2023

This resolution creates a Non-Statutory Budget Advisory Committee through September 30, 2022 for the development of the Fiscal Year 2022-2023 Operating and Capital Budget.

B. RESOLUTION 2022-042 AUTHORIZING A CONTRACT AMENDMENT FOR THE CONTRACT NO #19-3410-04R, COMMUNITY BUS PROGRAM, FOR THE LIMOUSINES OF SOUTH FLORIDA, INC. TO ALLOW EXPANSION OF THE COMMUNITY SHUTTLE SERVICES AND INCLUDE SUNDAY SERVICES

This resolution approves the expansion of shuttle services for contract number #19-3410-04R, Community Bus Program.

City Attorney, Sidney Calloway, read Resolutions 2022-041 and 2022-042 by title:

Resolution 2022-041

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA CREATING THE NON-STATUTORY FISCAL YEAR 2022-2023 BUDGET ADVISORY COMMITTEE; PROVIDING FOR SUCH COMMITTEE'S TERM, MISSION, CHARGES, AND MEETING DATES; PROVIDING FOR APPOINTMENT OF MEMBERS; PROVIDING FOR MEMBER QUALIFICATIONS AND ELECTION OF OFFICERS; PROVIDING FOR REQUIREMENT OF WRITTEN RECOMMENDATIONS; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Resolution 2022-042

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING A CONTRACT AMENDMENT TO THAT CERTAIN CONTRACT #19-3410-04R, COMMUNITY BUS SERVICE, BETWEEN THE CITY OF LAUDERDALE LAKES AND LIMOUSINES OF SOUTH FLORIDA, INC., FOR COMMUNITY SHUTTLE SERVICES ON SUNDAY; AUTHORIZING THE CITY MANAGER TO TAKE SUCH STEPS AS NECESSARY TO EFFECTUATE THE CONTRACT AMENDMENT; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to approve Resolutions 2022-041 and 2022-042.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2022-043 APPROVING, WITH CONDITIONS, THE CONDITIONAL USE APPLICATION NO. 03-CU-21 SUBMITTED BY DR. LUC DORE, REQUESTING CONDITIONAL USE APPROVAL PERMITTING A NURSING SCHOOL WITHIN THE OFFICE PARK (OP) ZONING DISTRICT, ON THE PROPERTY COMMONLY KNOWN AS HEADWAY OFFICE PARK

This resolution is a request for a Conditional Use approval to allow for a nursing school on the subject property in the (OP) zoning district.

City Attorney, Sidney Calloway, read Resolution 2022-043 by title:

Resolution 2022-043

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING, WITH CONDITIONS, THE CONDITIONAL USE APPLICATION NO. 03-CU-21 SUBMITTED BY DR. LUC DORE, REQUESTING CONDITIONAL USE APPROVAL PERMITTING A NURSING SCHOOL WITHIN THE OFFICE PARK (OP) ZONING DISTRICT, ON THE PROPERTY COMMONLY KNOWN AS HEADWAY OFFICE PARK, A COPY OF SAID APPLICATION, IS ATTACHED HERETO AS EXHIBIT A, A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; A COPY OF CITY STAFF'S MEMORANDUM PROVIDING FOR SUCH CONDITIONS OF APPROVAL IS ATTACHED HERETO AS EXHIBIT B; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

City Attorney Calloway announced this as a quasi-judicial proceeding.

Commissioner Veronica Edwards Phillips made a motion to move Resolution 2022-043 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

At this time, City Attorney Calloway explained the quasi-judicial process.

There were no ex-parte communications reported by the City Commissioners.

City Attorney Calloway advised that the City is required to provide a legal advertisement to be published. The purpose is to inform all affected persons so that they can provide evidence, bring witnesses and cross examine witnesses and must file a required form to the City Clerk.

City Clerk, Venice Howard, advised that no such notification was received.

At this time, City Clerk Howard swore in Development Services Director, Tanya Davis-Hernandez.

City Attorney explained the purpose of evidence and cross examination.

At this time, City Clerk Howard swore in the applicant, Dr. Luc Dore.

Ms. Davis-Hernandez provided the conditional use application overview and recommendations.

City Attorney Calloway identified documents within the application and reviewed the standards presented.

Commissioner Beverly Williams asked questions about the nursing school, program and certification through of the State of Florida.

The applicant, Dr. Luc Dore, explained that the programs were HHA, CNA and LPN, and noted the length of the programs. He confirmed certification through the State of Florida.

Commissioner Veronica Edwards Phillips asked questions as it relates to having a facility.

Dr. Luc explained that there was a relocation.

At this time, interpreter for Dr. Dore, Abischag Casseus, was sworn in by City Clerk Howard.

Ms. Casseus confirmed that Dr. Dore has had a school for 14 years but is starting a new program and has had to relocate.

Commissioner Edwards Phillips inquired as to the number of students that would be attending at a time and also inquired about the schedule.

Dr. Dore advised that there will be 8 students in each class attending Monday through Friday.

Ms. Casseus advised that they have projected a total of 8 students attending but it could be less.

Mayor Rogers spoke about obtaining permits and asked that pulling a permit be a condition of approval.

City Attorney Calloway spoke about the standards that should be considered.

There was consensus from the City Commission to add a permitting requirement as a condition of approval.

Commissioner Beverly Williams made a motion to approve Resolution 2022-043 with conditions expressed by staff and the additional condition expressed by the Mayor with consensus of the City Commission.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

AGAINST: Commissioner Veronica Edwards Phillips.

Motion passed: 4-1

At this time, Mayor Rogers asked to move item 10. E, Resolution 2022-047, to be presented before all other items.

Commissioner Beverly Williams made a motion to move Item 10.E.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

- B.** RESOLUTION 2022-044 APPROVING, WITH CONDITIONS, VARIANCE APPLICATION NO. 04-VA-21 ("APPLICATION"), SUBMITTED BY NABEEL ABDEL KADER, REQUESTING A VARIANCE FROM SUBSECTION 909 (PERMANENT SIGNS) OF CHAPTER 9 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS IN CONNECTION WITH THAT CERTAIN RETAIL STORE KNOWN AS BEAUTY SUPPLY 4 U LOCATED AT THE NORTHWEST CORNER OF NORTH STATE ROAD 7 (U.S. HIGHWAY NO. 441) AND WEST

OAKLAND PARK BOULEVARD

This resolution serves to approve a Variance from LDRs Chapter 9 Section 909.2- permanent signs of the City's LDRs.

City Attorney, Sidney Calloway, read Resolution 2022-044 by title:

Resolution 2022-044

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE ELEMENT AND RECREATION AND OPEN SPACE ELEMENT, PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED FUTURE LAND USE ELEMENT TEXT AMENDMENTS TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

City Attorney Calloway announced this as a quasi-judicial proceeding.

Commissioner Veronica Edwards Phillips made a motion to move Resolution 2022-044 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

At this time, City Attorney Calloway explained the quasi-judicial process.

There were no ex-parte communications reported by the City Commissioners.

City Attorney Calloway advised that the City is required to provide a legal advertisement to be published. The purpose is to inform all affected persons so that they can provide evidence, bring witnesses and cross examine witnesses. The must file a required form provided in the City Clerk's Office.

City Clerk, Venice Howard, advised that no such notification was not received.

At this time, City Clerk Howard swore in the applicant, Nabeel Abdel Kader and Development Services Director, Tanya Davis Hernandez.

City Attorney explained the purpose of evidence.

Ms. Davis-Hernandez provided the variance application overview and recommendations.

City Attorney Calloway identified documents within the application and reviewed the standards presented.

Commissioner Veronica Edwards Phillips made a motion to approve Resolution 2022-044, Deviation Code Proposal 1; 132 square feet for the sign, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Beverly Williams.

AGAINST: Commissioner Karlene Maxwell-Williams

Motion passed: 4-1

C. RESOLUTION 2022-045 RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' LAND USE PLAN (FUTURE LAND USE ELEMENT), PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED LAND USE PLAN TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION

This Resolution requests the Mayor and City Commission to ratify the adoption of Ordinance 2020-007, providing for text amendments to the Future Land Use Element (Land Use Plan), and authorize the transmittal of said Plan to the Broward County Planning Council for recertification.

City Attorney, Sidney Calloway, read Resolution 2022-045 by title:

Resolution 2022-045

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA RATIFYING THE ADOPTION OF TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE ELEMENT AND RECREATION AND OPEN SPACE ELEMENT, PREVIOUSLY APPROVED AND ADOPTED PURSUANT TO ORDINANCE 2020-007; PROVIDING FOR TRANSMITTAL OF SAID ADOPTED FUTURE LAND USE ELEMENT TEXT AMENDMENTS TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to move Resolution 2022-045 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Veronica Edwards Phillips made a motion to approve Resolution 2022-045, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

D. RESOLUTION 2022-046 AUTHORIZING PURCHASE OF AN UPGRADED TELEPHONE SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS, FROM RINGCENTRAL, INC., IN AN AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00) ALSO AUTHORIZING THE ANNUAL COST OF THE LICENSES AND SERVICES IN AN AMOUNT OF \$24,058.80

This resolution authorizes the purchase of an Upgrade Telephone System in accordance with the terms and condition of The Interlocal Purchasing System (TIPS) Cooperative Program Contract 210303, Telephone and Communications Data Systems and Solutions, from RingCentral, Inc., in an amount of \$60,000.

City Attorney, Sidney Calloway, read Resolution 2022-046 by title:

Resolution 2022-046

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE PURCHASE OF AN UPGRADED TELEPHONE AND COMMUNICATIONS SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEMS (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS ("CONTRACT"), FROM RINGCENTRAL, INC., PURSUANT TO ARTICLE XIII, SECTION 82-358(d) OF THE LAUDERDALE LAKES PROCUREMENT (COOPERATIVE PURCHASING), IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND AND NO/100 (\$60,000.00) DOLLARS FOR HARDWARE, SYSTEM IMPLEMENTATION, AND CONTINGENCY; FURTHER AUTHORIZING PAYMENT OF THE ANNUAL COST OF THE LICENSES AND SERVICES IN AN AMOUNT OF TWENTY-FOUR THOUSAND FIFTY-EIGHT AND 80/100 (\$24,058.80) DOLLARS, A COPY OF SAID CONTRACT IS ATTACHED HERETO AS EXHIBIT "A", AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to move Resolution 2022-046 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Veronica Edwards Phillips made a motion to approve Resolution 2022-046, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

E. RESOLUTION 2022-047 ACCEPTING THE FISCAL YEAR 2020/2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT

This resolution accepts the City's Fiscal Year 2020/2021 Annual Comprehensive Financial Report.

City Attorney, Sidney Calloway, read Resolution 2022-047 by title:

Resolution 2022-047

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA ACCEPTING THE FISCAL YEAR 2020/2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT PREPARED BY THE CITY'S AUDITORS, HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Resolution 2022-047 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Veronica Edwards Phillips made a motion to approve Resolution 2022-047, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

- F. RESOLUTION 2022-048 AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT TO ACCEPT GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY FOR THE IMPLEMENTATION OF THE 2021 "MOST" CAMP PROGRAM IN THE AMOUNT OF \$117,345 FOR THE PERIOD OF MAY 1, 2022, THROUGH AUGUST 31, 2022, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A CITY MATCH IN AN AMOUNT NOT TO EXCEED \$14,805**

This resolution authorizes the City Manager to enter into an agreement and accept grant funding from the Children Services Council (CSC) in the amount of \$117,345.00 for the implementation of the 2022 Summer "MOST" Camp Program for the period of May 1, 2022 through August 31, 2022. The Children Services Council agreement requires a City match in the amount of \$14,805.

City Attorney, Sidney Calloway, read Resolution 2022-048 by title:

Resolution 2022-048

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES; PROVIDING FOR THE CITY'S ACCEPTANCE OF GRANT FUNDING FROM THE CHILDREN SERVICES COUNCIL OF BROWARD COUNTY PROVIDING FOR THE IMPLEMENTATION OF THE 2022 MAXIMIZING OUT-OF-SCHOOL TIME ("MOST") PROGRAM, CONTRACT NUMBER 17-4201 ("AGREEMENT"), IN THE AMOUNT OF ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED FORTY-FIVE AND NO/100 (\$117,345.00) DOLLARS, FOR THE PERIOD OF MAY 1, 2022, THROUGH AUGUST 31, 2022, TO PROVIDE FOR SUMMER CAMP OPPORTUNITIES FOR ELIGIBLE YOUTH; PROVIDING FOR A PARTIAL CITY MATCH OF AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND EIGHT HUNDRED FIVE AND NO/100 (\$14,805.00) DOLLARS; A COPY OF SAID AGREEMENT IS ATTACHED HERETO AS EXHIBIT A, AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Resolution 2022-048 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

Commissioner Beverly Williams made a motion to approve Resolution 2022-048, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

- G. RESOLUTION 2022-049 APPOINTING A MEMBER TO THE PLANNING AND ZONING BOARD**

This resolution serves to appoint a member to the Planning and Zoning Board.

City Attorney, Sidney Calloway, read Resolution 2022-049 by title:

Resolution 2022-049

A RESOLUTION OF CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, APPOINTING A MEMBER TO FILL A VACANCY ON THE CITY'S PLANNING AND ZONING BOARD; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to move Resolution 2022-049 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Veronica Edwards Phillips made a motion to approve Resolution 2022-049, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

11. CORRESPONDENCE

There were none.

12. REPORT OF THE MAYOR

Mayor Hazelle Rogers spoke about National Haitian Heritage Month and recognized Haitian Flag Day.

13. REPORT OF THE VICE MAYOR

Vice Mayor Marilyn Davis reminded all of the Keep Lauderdale Lakes Clean event on May 21st. She encouraged all to volunteer.

14. REMARKS OF THE COMMISSIONERS

Commissioner Beverly Williams announced the swearing-in of the new president of the Broward League of Cities on Friday, May 13th at Margaritaville.

Commissioner Karlene Maxwell-Williams announced a citizenship drive on Saturday in Wilton Manors from 10 a.m. to 2 p.m. She encouraged all to volunteer.

Commissioner Veronica Edwards Phillips spoke about a partnership with renowned singer, Fred Hammond, and bags being donated to the City of Lauderdale Lakes for the My Bag Campaign.

15. REPORT OF THE CITY MANAGER

Assistant City Manager, Treasa Brown Stubbs, provided information about city programs and upcoming events.

16. REPORT OF THE CITY ATTORNEY

City Attorney, Sidney Calloway deferred his report.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 10:44 p.m.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

RESOLUTION 2022-050 AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT FUNDING FROM THE FY 2023 FLORIDA DIVISION OF ARTS & CULTURE, CULTURAL FACILITIES GRANT PROGRAM IN AN AMOUNT OF \$500,000 FOR THE LAUDERDALE LAKES COMMUNITY CENTER AND FURTHER AUTHORIZING AN AMOUNT OF \$1,000,000 AS THE CITY'S MATCHING FUNDS
--

Summary

The Florida Department of State, Division of Arts & Culture offers grants through its Cultural Facilities Grant Program. This resolution authorizes the submission of a grant application not to exceed \$500,000 with matching funds of \$1,000,000 to construct a community center in the City of Lauderdale Lakes.

Staff Recommendation

Background:

The Florida Department of State through the Division of Arts & Culture provides financial support for the renovation, construction and acquisition of cultural and community facilities. Grant applications for the Cultural Facilities Grant Program are being accepted through June 1, 2022. The maximum grant amount is \$500,000.

A cultural facility is a building which shall be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines. These disciplines include music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums. An applicant organization must be either a public entity or a Florida nonprofit, tax-exempt corporation. Organizations may only submit one (1) Cultural Facilities application per application deadline.

Eligible projects for this funding opportunity include:

- Outdoor Amphitheater / Bandhills
- Performing Arts Centers
- Theaters
- Cultural Centers
- Education Facilities
- Community Centers

Eligible Costs: Project costs from July 1, 2023 and on are reimbursable.

Match: If last completed FY budget total revenue and revenue over \$1,000,001, the match is 2:1. Thus, our application of \$500,000 must show a match of \$1,000,000.

Community Center Project (Vacant Parcel adjacent to Vincent Torres Memorial Park)

City Commission approved Resolution 2022-031 authorizing the Community Center Project and earmarking \$4 million from the American Rescue Act Plan (ARPA) funding source. Additionally, the Parks and Recreation Master Plan recommends developing a multipurpose community center ranging 25,000 to 40,000 square feet. There is an empty space across from Vincent Torres Memorial Park which is the proposed site for the community center. Plans for this building include multipurpose rooms, a fitness center, an auditorium for cultural and educational programming, dance studio, computer/media room, full service kitchen, restrooms and offices.

Staff recommends that the City Commission grant the City Manager the authority to submit a grant application to the Cultural Facilities Grant Program for the construction of a community center in the City of Lauderdale Lakes.

Funding Source:

FL Department of State, Division of Arts & Culture

Fiscal Impact:

If awarded, funding will be available July 1, 2023. An application for \$500,000 will require a \$1,000,000 match.

Sponsor Name/Department: Treasa Brown-Stubbs/Parks & Human Services Director;
Asheley Hepburn/Finance Director

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-050 - Cultural Facilities Program	Resolution
❑ Exhibit A - Cultural Facilities Program Guide	Exhibit
❑ Excerpt from Parks Master Plan - Community Center	Backup Material

1 RESOLUTION 2022-050

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT
5 FUNDING FROM THE FISCAL YEAR 2023 FLORIDA DIVISION OF ARTS &
6 CULTURE, CULTURAL FACILITIES GRANT PROGRAM IN THE AMOUNT OF
7 FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS FOR THE
8 CONSTRUCTION OF CULTURAL AND COMMUNITY FACILITIES; FURTHER
9 AUTHORIZING THE CITY'S MATCHING FUNDS IN AN AMOUNT OF ONE
10 MILLION AND NO/100 (\$1,000,000.00); A COPY OF THE CULTURAL
11 FACILITIES GRANT PROGRAM GUIDELINES IS ATTACHED HERETO AS
12 EXHIBIT A; A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE
13 OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS;
14 PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING AN
15 EFFECTIVE DATE.
16

17 WHEREAS, the Florida Department of State through the Division of Arts & Culture
18 provides financial support for the renovation, construction, and acquisition of cultural and
19 community facilities. Grant applications for the Cultural Facilities Grant Program are being
20 accepted through June 1, 2022;

21 WHEREAS, a cultural facility is a building which shall be used for the programming,
22 production, presentation, exhibition of any of the arts and cultural disciplines, including music,
23 dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts,
24 photography, crafts, media arts, visual arts, and programs of museums;

25 WHEREAS, an applicant organization must be either a public entity or a Florida nonprofit,
26 tax-exempt corporation. Eligible organizations may submit one (1) Cultural Facilities application
27 per application deadline;

28 WHEREAS, the City Commission previously approved Resolution 2022-031 authorizing the
29 Community Center Project and earmarking \$4 million from the American Rescue Act Plan

1 ("ARPA") funding source. Additionally, the Parks and Recreation Master Plan recommends
2 developing a multipurpose community center ranging from 25,000 to 40,000 square feet;

3 WHEREAS, there is a vacant lot across from Vincent Torres Memorial Park suitable for the
4 proposed site for the community center in the City of Lauderdale Lakes ("City"). Plans for this
5 building include multipurpose rooms, a fitness center, an auditorium for cultural and educational
6 programming, dance studio, computer/media room, full service kitchen, restrooms and offices;

7 WHEREAS, City Staff recommends that the City Commission grant the City Manager the
8 authority to submit an application to the Cultural Facilities Grant Program for the construction of
9 a community center in the City for the maximum grant amount of Five Hundred Thousand and
10 No/100 (\$500,000.00) Dollars; and

11 WHEREAS, if awarded, funding will be available July 1, 2023. An application for Five
12 Hundred Thousand and No/100 (\$500,000.00) Dollars will require a 2:1 funding match in the
13 amount of One Million and No/100 (\$1,000,000.00) Dollars.

14 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
15 LAUDERDALE LAKES AS FOLLOWS:

16 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
17 confirmed as being true, and the same are hereby made a part of this Resolution.

18 SECTION 2. AUTHORITY: The City Commission hereby approves and authorizes the
19 City Manager to make an application for funding under the Cultural Facilities Grant Program for
20 the maximum grant amount of Five Hundred Thousand and No/100 (\$500,000.00) Dollars. The
21 City Commission further approves and authorizes the amount of One Million and No/100

1 (\$1,000,000.00) Dollars as the City's matching funds construction of the City's cultural and
2 community facilities.

3 SECTION 3. INSTRUCTIONS TO THE CITY MANAGER: The City Manager is hereby
4 authorized and directed to takes such steps as necessary to apply for the Cultural Facilities Grant
5 Program in accordance with the Program Guidelines attached hereto as Exhibit A, and
6 incorporated herein by reference.

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8 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Treasa Brown Stubbs, Parks Human Services Director, ACM and Asheley Hepburn/Financial Services Director

VOTE:

Mayor Hazelle Rogers	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Marilyn Davis	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Beverly Williams	_____ (For)	_____ (Against)	_____ (Other)



Cultural Facilities

Grant Guidelines

Application Open: April 1

Application Deadline: June 1, 5 p.m. ET

Grant Period: 23 months (beginning July 1, year of appropriation)

If a deadline falls on a Saturday, Sunday, or legal holiday, the deadline date will be the next business day.

Florida Department of State

Division of Arts and Culture
329 North Meridian Street
Tallahassee, Florida 32301

Application Submission

Applications must be submitted on or before June 1, 5 p.m. ET.

Applications must be submitted on the DOS Grants System at dosgrants.com.

For Assistance and Information

Teri Abstein

850.245.6299

teri.abstein@dos.myflorida.com

These Guidelines are also available electronically at:

dos.myflorida.com/cultural/grants/grant-programs/cultural-facilities and can be made available in an alternative format.

Table of Contents

Introduction	5
Timeline.....	5
Program Description	7
Eligibility	8
Application Restrictions	10
Legal Status	10
Public Entity	10
Nonprofit, Tax-Exempt.....	11
Required Documentation.....	11
Application Requirements	11
Grant Period.....	11
Accessibility and Nondiscrimination	12
Request Amount	12
Match Requirements	12
Types of Match.....	14
In-kind (Donated Goods and Services).....	14
Non-allowable Matching Funds	15
Matching Funds Documentation	16
Allowable Expenses.....	16
Non-Allowable Expenses.....	16
Review Criteria and Scoring.....	18
Review Process.....	18
Staff Review	19
Information Provided to the Florida Council on Arts and Culture Review Panel	20
Florida Council on Arts and Culture Review Panel.....	21
Funding Process	23
What if an application is not funded?.....	23
How to Apply.....	24
Application Form.....	25
Attachments and Support Materials.....	25

Required Attachments	25
Unrestricted Use of Land and/or Buildings.....	27
Total Support and Revenue (Statement of Comprehensive Income, Revenue and Expense)	27
Architectural Plans	28
Support Letters	28
Historical Review Requirements	28
Support Materials	29
File Formats.....	29
Uploading Instructions.....	29
Grant Forms	30
Single Audit Act	30
Definitions.....	30
Help.....	41

Introduction

Welcome to the Division of Arts and Culture Cultural Facilities Program (CF) Guidelines. We're glad you are applying for a Cultural Facilities grant from the Division! These guidelines are supported under section 265.701, *Florida Statutes* and incorporated by reference into Rule 1T-1.039, Florida Administrative Code, and they detail the policies and requirements for the application and administration of the Cultural Facilities Program grants.

Timeline

April	Announcement of application availability in <i>Florida Administrative Register</i> , via email and on our website.
April – June	Division staff assistance and consultation available to applicants.
June 1, 5 p.m. ET	Applications due. Applications must be submitted on the DOS Grants System at dosgrants.com on or before this date. If a deadline falls on a Saturday, Sunday, or legal holiday, the deadline date will be the next business day.
July 1 (first year)	Notification of Grant Award and grant details forms available in the award year. Grant period begins.
January 31 (first year), 5 p.m. ET	First Interim reports due for Cultural Facilities projects. Interim reports must be submitted on the DOS Grants System at dosgrants.com .
July 31 (second year), 5 p.m. ET	Second Interim reports due for Cultural Facilities projects. Interim reports must be submitted on the DOS Grants System at dosgrants.com .

January 31 (second year), 5 p.m. ET	Third Interim reports due for Cultural Facilities projects. Interim reports must be submitted on the DOS Grants System at dosgrants.com .
June 1 (second year)	End date for projects. All grant and local matching funds must be expended by this date. The grant period is 23 months.
July 15 (second year), 5 p.m. ET	Final Reports due for Cultural Facilities projects. Final Reports must be submitted on the DOS Grants System at dosgrants.com .

Program Description

The Cultural Facilities Program coordinates and guides the State of Florida's support and funding of renovation, new construction, or acquisition of cultural facilities. It is intended for organizations whose mission is arts and cultural programming in one of the disciplines as defined in section 265.283(7), *Florida Statutes*.

By program definition, a cultural facility is a building where the programming, production, presentation, exhibition of any of the arts and cultural disciplines are carried out (section 265.283(7), *Florida Statutes*). These disciplines are music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts and programs of museums. The Program is intended for: bricks and mortar construction; renovation; or for acquisition. **Projects must fall squarely into one category, not any combination of the three.** State funding shall not be used for parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits (not permanently affixed to the building); nor commercial projects.

Public or private pre-K-12 schools; libraries; civic organizations; parks, recreation and leisure organizations; human service organizations; or other community service agencies do not meet the definition of arts or cultural organizations.

The Division offers two levels of funding within the Cultural Facilities Program. These levels are determined by the specific use of the facility:

- 1) A purpose-built or single use facility that will solely be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(7), *Florida Statutes*) **at least 85% of the time**. This type of facility includes theatres, performance centers, museums (including, aquariums, botanical gardens, history centers, zoos, etc.) and art centers. **The maximum request amount for this type of facility is \$500,000.**
- 2) A multi-purpose facility that will be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(7), *Florida Statutes*) **less than 85% of the time**. This type of building includes community centers, recreation centers, civic centers and municipal buildings. **The maximum request amount for this type of facility is \$200,000.** Project costs must be directly related to the arts and cultural portion of the facility.

Eligibility

All applicants must meet the following requirements. **All** documentation must be provided by the application deadline.

1. **Must not** have multiple active Cultural Facilities projects under contract at one time. Cultural Facilities projects have a grant period of 23 months. Unless a grantee has a smaller project that will be completed in a single year, grantees should submit new applications every other year. Cultural Facilities is subject to Legislative appropriation and recommendations approved by the Secretary of State will be funded top-down until the appropriation is depleted.

Any applicant on the ranked list that has not completed a previously-funded Cultural Facilities project by July 1 of the award year will be passed over and the funds will be allocated to the next grantee on the list without an active Cultural Facilities project under contract. A previously-funded project is considered complete when it has reached 100% completion as supported by contractor documentation or if the contract has reached its end date and all funds have been expended. The previously-funded project final report and payment request must be completed and submitted to the Division by July 1 of the award year.

2. **Must** use the facility to directly conduct arts and cultural programming. Documentation **must** be provided to support the percentage of facility use is for arts and cultural purposes as it pertains to the organization's mission per section 265.283(7), *Florida Statutes*.

If the proposal is for a new space without previous programming, programming examples (either proposed or programming being performed at another location) **must** be provided and support the percentage of facility use for arts and cultural purposes.

3. **Must** have the required legal status.
4. Agree to comply with all application requirements:
 - a. Complete all proposal activities within the grant period;
 - b. Make programming and activities open and accessible to all members of the public (see accessibility and nondiscrimination);

- c. Match the grant amount requested, at least dollar for dollar (see request amount and match requirements); and
 - d. Include only allowable expenses in the proposal budget (see allowable and non-allowable expenses).
- 5. Agree to comply with all grant administration requirements:
 - a. Provide all information needed for the grant award agreement;
 - b. Request approval for any changes to the awarded grant;
 - c. Submit timely and accurate reports;
 - d. Maintain complete and accurate grant records;
 - e. Comply with the requirements of the Florida Single Audit Act; and
 - f. Credit the State of Florida and Division of Arts and Culture for funding.
- 6. **Must have unrestricted use** of the land and buildings associated with the project which means you **must** be able to record a Restrictive Covenant on the property with the Clerk of Court for ten (10) years or provide a 10 year surety bond. See “Unrestricted Use of Land and/or Buildings” for additional information.
- 7. **Must retain ownership** of all improvements made under the grant (unless the land or buildings are owned by the State of Florida and leased to an eligible applicant).
- 8. If the property is leased, **the lease agreement must be dated, signed, and submitted** at the time of the application submission.
- 9. **Must** provide documentation of **Total Support and Revenue** for the last completed fiscal year.
- 10. **Must** have appropriate **matching** funds and documentation at time of application submission.
- 11. **Must** provide **current architectural plans** signed by a licensed architect or engineer clearly indicating scope of work. **If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. Must** include budget estimate provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.

12. **Must have current project support** of local officials (city and county government), community groups, and community members —for this project— documented in writing at time of application.
13. Applicants **with structures 50 years or older must submit a determination letter (stating that the proposed project will have NO adverse effects to the building’s historical significance) from the Division of Historical Resources (DHR) at time of application** (For additional information, please contact the Bureau of Historic Preservation (BHP) at 850.245-6333).
14. Must complete an online application form at dosgrants.com by the application deadline.

In addition to these eligibility requirements, all applicants in noncompliance at the time of the application deadline will be deemed ineligible to apply.

Application Restrictions

1. Organizations may only submit one (1) Cultural Facilities application per application deadline.
2. Cultural Facilities grants do not fund Historic Preservation projects.
3. Organizations with projects funded by the Legislature outside of the review of the Florida Council on Arts and Culture or Secretary of State are not eligible to receive Cultural Facilities grant support for the same Scope of Work from the Division of Arts and Culture within the same fiscal year in which legislative funding is appropriated.
4. No organization may receive more than \$1.5 million during a consecutive previous five (5) state fiscal year period (July 1 – June 30).

Legal Status

To meet the legal status requirement, an applicant organization must be either a public entity or a Florida nonprofit, tax-exempt corporation as of the application deadline in accordance with section 265.701(2), *Florida Statutes*.

Public Entity

A Florida local government, entity of state government, school district, community college, college, or university. Private schools, private community colleges, private colleges, and private universities are not public entities and must be nonprofit and tax-exempt to meet the legal status requirement.

Nonprofit, Tax-Exempt

To apply to the Cultural Facilities grant program, an applicant must be both:

1. **Nonprofit:** incorporated as an active nonprofit Florida corporation, in accordance with Chapter 617, *Florida Statutes*; and
2. **Tax-exempt:** designated as tax-exempt as defined in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at [guidestar.org](https://www.guidestar.org).

The Division of Arts and Culture will verify that the applicant is registered with the Division of Corporations as of the application deadline. If the applicant is not registered with Corporations by the application deadline, the application will be deemed ineligible.

If the applicant is registered in Corporations but their status is not "active," the applicant must correct the status within 10 calendar days of notification or the application will be deemed ineligible.

For more information on corporate status, visit [sunbiz.org](https://www.sunbiz.org) or call the Division of Corporations, profit and nonprofit information line at (850) 245-6052. To verify corporate status, you can review your corporate record online through the sunbiz.org document search tool.

For more information about tax-exempt status, see Exemption Requirements - Section 501(c)(3) Organizations on the Internal Revenue Service website ([irs.gov](https://www.irs.gov)).

Required Documentation

1. All applicants must provide a UEI number. You can request a UEI number at sam.gov.
2. All applicants must provide a copy of the Substitute W-9 with the grant application. This can be found at <https://flvendor.myfloridacfo.com>.

Application Requirements

Grant Period

All proposed activity must take place within the grant period.

- The grant period **start date** is July 1 of the award year.

- The grant period **end date** is June 1 (23 months after award begins) unless an end date extension is approved by the Division.

Accessibility and Nondiscrimination

The Division of Arts and Culture is committed to making the arts and culture accessible to everyone, including:

- persons with disabilities;
- older adults;
- culturally and economically underserved populations; and
- minorities.

Organizations seeking support for activities are required to be open and accessible to all members of the public, regardless of sex, race, color, national origin, religion, disability, age, or marital status.

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities in employment, state and local government services, public accommodations, transportation and telecommunication. The ADA extends the requirements under section 504 of the Rehabilitation Act of 1973, as amended, to all activities of state and local governments and places of public accommodations operated by private entities, including places of public display. The 504 Self Evaluation Workbook which can be used as a reference, and downloadable Disability Symbols can be found at dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility.

Request Amount

You may request up to \$500,000 for the renovation, acquisition, or construction of a cultural facility. There is no minimum request amount.

Match Requirements

Applicants must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the division. This is called match. Some expenses can only be included in the Proposal Budget as match.

Total Proposal Expenses are defined as match (cash and in-kind) + request amount. No more than 25% of the total match may be in-kind. See the in-kind section of the guidelines for more details.

25% of the match must be cash on hand at the time of application. Remaining matching funds may be anticipated at the time of application, but **must** be received by the end of the grant period. All expenses (both state grant and match) must be paid out (not merely encumbered) by the grant end date of June 1.

Applicants must match the request amount with non-state funds specific to the construction, renovation, or acquisition project. The amount provided as match depends on Total Support and Revenue statement (comprehensive income, revenue and expense) and REDI eligibility. Operating expenses cannot be used as match.

Summary of Match Requirements	Required Match
Last completed FY total support and revenue less than \$1,000,001	1:1
Last completed FY total support and revenue of \$1,000,001 or more with a REDI waiver	1:1
Last completed FY total support and revenue Over \$1,000,001 or more without a REDI waiver	2:1

Exception: The Rural Economic Development Initiative (REDI) recognizes those rural or economically distressed counties or communities designated pursuant to sections 288.0656 and 288.06561, *Florida Statutes*, as REDI qualified. The REDI program is administered by the Florida Department of Economic Opportunity. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

Applicants in a REDI designated area must only provide \$1 of required match for every \$1 requested from the state regardless of their Total Support and Revenue. Applicants requesting the REDI waiver must submit a letter at the time of the application from the eligible

county/community indicating their support for the proposal and indicating the request for a match reduction. The Division cannot waive all matching funds.

Types of Match

Three types of match (**must** be on hand at the time of the application submission):

- Cash on Hand (Liquid Assets)

At Least 25% of total request amount match must be cash on hand at the time of the application, documented by bank statements showing restricted funds or city or county resolution*. Fixed Capital Outlay accounts **must** be separate from general operating accounts. Business checking accounts are **not** acceptable unless they are specifically named for that purpose. Cash on hand may exceed 25% of the total match but may never be less than 25% of the total match.

- Irrevocable Pledges

Irrevocable pledges are legally binding promises to donate by individuals or groups. Irrevocable pledges can make up no more than 75% of the match and must be auditable and received by the Grantee by the end of the grant period. **Letters from boards or other groups that pledge to raise money for the project are not acceptable irrevocable pledges.**

- Documented In-Kind Contributions

In-kind contributions can make up no more than 25% of the match, must be itemized at the time of application, and the goods and services received and utilized by the end of the grant period. In-Kind Contributions by the applicant are **not eligible** for match.

In-kind (Donated Goods and Services)

The value of all professionally skilled services used as in-kind must be documented in writing by the volunteer. The value of donated goods must also be documented. Records of such documentation must be available upon request.

The value of volunteer services may be calculated using the federal minimum wage or wage rates normally paid for professionals skilled in the service provided (such as a supplier donating construction materials services or an electrician providing pro bono work). For information on

the current federal minimum wage, see the Wage and Hour Division of the US Department of Labor at dol.gov/whd/minimumwage.htm.

Organizations must have all match complete and confirmed at the time of application.

***Municipalities and counties (public entities)** must submit an executed copy of an approved resolution by a city or county commission with the application materials. The resolution **must** include the dollar amount dedicated and available to the project if the grant is awarded and the date the funds will be available. The submitted resolution **must be dated and signed by an authorizing official**. An unsigned resolution will not be accepted and the application will be deemed ineligible. Funding, as indicated by the resolution, must be made available within 90 days of the start of the grant award period. An internal document or budget will not be accepted as documentation. **Resolutions will not be accepted after the application deadline.**

Non-allowable Matching Funds

- Funds that are for General Operating Expenses (i.e. the unrestricted column on the Statement of Activity page of the organization's audit)
- Revenue from bond issues that have not been passed at the time of application
- Revenue from grants that have not yet been awarded
- Fundraising costs
- Legal fees or taxes
- Matching funds will be designated only to the Scope of Work presented in this application and may not have been used in previous Division or Department of State grants
- Expenditures made before the grant period
- Interest paid on mortgage. The interest paid on the mortgage is considered the "cost of doing business"
- Building or Land value
- Loans and equity
- Any State of Florida agency funds

Matching Funds Documentation

Documentation of matching funds **MUST** include bank statement(s) confirming cash on hand or resolution showing funds dedicated to the Scope of Work.

And as applicable:

- Award letters from third parties;
- Copies of irrevocable pledges (include a list or spreadsheet with totals); and
- Letters of intent or invoices for future in-kind goods and services.

If matching funds are from a single source (i.e. County/Municipality Resolution, single donor, etc.), applicants are **strongly encouraged** to include letters or surveys showing community support for the project with their support documentation.

Allowable Expenses

Allowable expenses must be:

- Directly related to the proposal;
- Specifically and clearly detailed in the proposal budget; and
- Incurred and paid within the grant period of July 1 of the award year through June 1 (23 months after award begins).

Only allowable expenses may be included in the proposal budget.

Non-Allowable Expenses

Grant (state and matching) funds may not be spent on the following:

- Expenditures made before the grant period
- Costs incurred or obligated outside of the grant period
- Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement, as described in the original application and approved by the panel

- Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project
- Design, fabrication or construction of exhibits not permanently affixed to building
- Commercial property (coffee shops, cafés, and gifts shops as part of the facility are allowable)
- General Operating Expenses (GOE) - Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.)
- Costs associated with representation, proposal, or grant application preparation
- Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency
- Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs including bank fees and charges and credit card debts
- Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships
- Regranting, contributions, and donations
- **State funds** may not be used for parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits (not permanently affixed to the building); nor commercial projects. However, matching funds may be used for elements that are part of the project

Spending state grant funds on expenses that have not been approved by the Division, even if directly related to the program or project, will be disallowed and could result in a legal demand for the return of grant funds.

Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised November 2019), which are incorporated by reference and are available online at myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Review Criteria and Scoring

Each eligible application will be evaluated on three (3) competitive criteria

Criteria	Application Section(s)	Worth
Need for Project and Project Impact	Percentage of Arts and Cultural Programming, Production, and Administration; Need for Project; Project Impact; and Operating Forecast Detail	up to 45 points
Scope of Work	Scope of Work; Project Description	up to 30 points
Project Budget and Matching Funds	Proposal Budget Detail; Expenses; Proposal Budget Detail: Income; Matching Funds Statement; and Project Team	up to 25 points

The total possible number of points the panel can award to an application is 100. The panel's evaluation will be based on the information contained in the application, required attachments and support materials submitted with the application. The panel's individual scores will be averaged to determine a final score for each application.

Applications must receive a minimum average score of 80 or higher to be *recommended* for funding. Applications receiving an average score of 80 or higher will be recommended to the Secretary of State and forwarded to the Florida Legislature for funding consideration.

Applications with a tied average score will be ranked by application number order (lowest to highest).

Review Process

1. Division staff will conduct a technical review to determine eligibility. Eligible applications will then be submitted to the members of the Florida Council on Arts and Culture who serve as the grant review panel.

2. The members of the Florida Council on Arts and Culture will evaluate each application on the review criteria and assign a score.
3. The Florida Council on Arts and Culture approves a list for submission to the Secretary of State.
4. The Division forwards a ranked list to the Secretary of State.
5. The Secretary of State approves the ranked list for submission to the Legislature for funding consideration.

Staff Review

The technical review of applications verifies:

1. Applicant has the correct **legal status** (public entity governed by either a municipality or county or not-for-profit, tax-exempt, Florida Corporation).
2. Applicant has **unrestricted use** of the land and buildings associated with the project. The applicant **MUST** be able to file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years or provide a 10-year surety bond. See **Unrestricted Use of Land and/or Buildings** for additional information.
3. **The lease agreement is dated and signed** (if applicable).
4. Documentation of **Total Support and Revenue** for the last completed fiscal year has been provided and matches the information provided in the application.
5. The appropriate level of funding has been requested.
6. Appropriate **matching** funds ratio has been identified and documentation has been provided.
7. **Current architectural plans** signed by a licensed architect or engineer clearly indicating the scope of work have been provided. **If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided.**
8. **Budget estimates** provided by the architect, engineer, or contractor that the Proposal Expense Details are based on have been submitted.
9. **Current project support** of local officials (city and county government), community groups, and community members —for this project— has been provided;

10. Applicants **with structures 50 years or older have submitted a determination letter (stating that the proposed project will have NO adverse effects to the building's historical significance) from the Division of Historical Resources (DHR)** (For additional information, please contact the Bureau of Historic Preservation (BHP) at 850.245-6333).
11. Documentation supporting percentage of facility use for arts and cultural purposes as it pertains to the organization's mission per section 265.283(7), *Florida Statutes* has been provided. If project is for a NEW space without previous programming, programming examples **must** be provided. Responses to application questions regarding the percentage of facility use **must** be verifiable and support the organization's mission and the purpose of the proposed project.
12. For applicants with acquisition projects only: **Appraisal and purchase documents** have been provided.

Only documents that provide clarification to staff will be considered after the application deadline. If necessary, a request for clarification will be sent with a response deadline. Such requests will be made in writing to the Applicant Organization using the contact information provided in the application. These requests are not for additional information, but to clarify the information already submitted in the application. Responses received after the established deadline will not be accepted. Clarifications will become an official part of the application. **Required documents that were not submitted with the application will not be accepted.**

Information Provided to the Florida Council on Arts and Culture Review Panel

The Division shall make available a staff report on each eligible application that provides an assessment of the information provided in the grant application. The staff report will include:

1. A synopsis of the proposed Scope of Work;
2. A summary of all previously awarded Cultural Facilities grants and Fixed Capital Outlay line item grants and their completion status and history of management by the applicant;
3. Any clarification requested from an Applicant Organization and received by the specified deadline;
4. An assessment of the proposed Scope of Work and timeline regarding the grant period and comparison to previously-funded Cultural Facilities projects;

5. An assessment of the proposed estimated budget including eligibility of claimed match contributions, with recommendations for any grant request amount adjustments that may be justified by the findings of the staff technical review. Examples of the need for such adjustment would be:
 1. A recommendation to delete work related to non-allowable costs;
 2. Work not consistent with the Cultural Facilities guidelines;
 3. To reduce the grant award in an amount commensurate with inadequately documented or non-allowable match contributions; or
 4. To reduce the request amount based on the eligible funding level as determined by the specific use of the facility.
6. Other information regarding the Applicant Organization and its compliance with previous Division grants, if relevant.

Florida Council on Arts and Culture Review Panel

Panel meetings are a public process and anyone can participate by attending in person or by calling in via a toll-free number. Participation instructions will be emailed to applicants and posted on the Division's web site and in the online grant system. The Division strongly encourages applicants to participate in the grant panel meeting—however, it is not required. Participating in the panel process can be very helpful for those that intend to apply for future grants.

Members of the Florida Council on Arts and Culture serve as the grant review panel for the Cultural Facilities program. A Division staff member will serve as the panel Chair. Chairs do not vote on applications being reviewed.

A typical panel meeting will include the following:

1. Call to Order
2. Introduction of Panelists and Staff
3. Panel Instructions from the Chair
4. Scoring of applications. For each application:
 - the Chair will announce the application number and applicant name

- applicants may provide a *brief* update on the application. Updates may only include new proposal information
 - applicants will be permitted to respond to panelist questions
 - each panelist will voice his or her score
 - panelists may choose to recommend and vote to reduce an eligible request amount
 - division staff will calculate and voice the total points and the average panel score
5. Public comment - anyone (including applicants) may speak about the applications under consideration.
 6. Panel Recommendations
 7. General discussion from the panel (i.e., regarding policies, procedures)
 8. General comments from the public - limited to 3 minutes or at the Chair's discretion
 9. Closing remarks from the Chair
 10. Adjournment

Any information provided during the panel review that negatively affects an application may result in an application being deemed ineligible or a reduction in request amount.

The panel chair will request discussion and a vote on the recommended funding list, ranked in order of total average score (highest to lowest). The Council may amend the recommendations based on new or existing pertinent information about the application or panel proceedings such as:

- Score calculation errors by the Division;
- Applicant noncompliance with administrative requirements of previous grants from the Department of State;
- Bankruptcy or other fiscal concerns;
- Changes in the applicant's staff that would impair implementation of the proposed grant activity;
- Typographical errors in the Committee's recommendations.

Funding Process

The Secretary of State will provide the Legislature with an approved list, ranked in order of total average score, with funding recommendations for all projects that received a total average score of 80 and above. The Legislature may use this list to make funding decisions.

Any applicant on the ranked list that has not completed a previously-funded Cultural Facilities project by July 1 of the award year will be passed over and the funds will be allocated to the next grantee on the list without an active Cultural Facilities project under contract.

What if an application is not funded?

If the Legislature does not fund **any** applications on the list presented in a given year, the applications on that list are eligible for “rollover” for the following year (only). Applications may only be on the rollover list once. If your application is not funded on the rollover, you must submit a new application.

Why Rollover?

As a rollover, your application:

- Is guaranteed a place on the next recommended funding list if you submit a Rollover Update;
- Will not be re-scored, but will be ranked by the original score on a list that includes new applications; and
- Will be recommended for the amount of funding that was originally requested.

A single list (of both rollover and new applications) ranked in order by average score, highest to lowest, will be submitted to the next session of the Legislature. Rollover application recommendations will be identified as such on the ranked list.

Rollover Update

Applicants wishing to rollover must submit a Rollover Update. This should provide updated information pertinent to the application since its original submission in the following application sections:

- Scope of Work (Project Description) as recommended by the Council and approved by the Secretary of State;
- Project Budgets;
- Matching Funds Statement; and
- Contact information.

A specific deadline will be established and posted on the Division's website. When you submit the Rollover Application, Division staff will:

- Verify Basic Eligibility;
- Verify that the Project Description in the Rollover application has **NOT** changed from the Project Description in the original application that was recommended by the Council and approved by the Secretary of State; and
- Verify match percentages and documentation.

Removal from the Rollover List

An organization will be removed from the rollover list for the following:

- Failing to submit the updated information by the rollover deadline announced on the Division's website; and
- Failing to maintain basic eligibility, required match, or undisturbed use of the building or land or both.
- Changes in Scope of Work (Project Description)

Note: The project that was recommended for funding by the Florida Council on Arts and Culture and approved by the Secretary of State must not change.

How to Apply

Applications must be submitted on the DOS Grants System at dosgrants.com.

All application information submitted to the Division is open for public inspection and subject to the Public Records Law (Chapter 119, *Florida Statutes*).

Application Form

The application form must be completed using the Division's online grant application and submitted online by 5:00 p.m. ET on the application deadline. Deadlines are posted on the Division's web site at dos.myflorida.com/cultural/grants/grant-programs/cultural-facilities.

Applicants may request that a submitted application be electronically un-submitted at any point before the application deadline. The application must be resubmitted by the application deadline to be considered.

Attachments and Support Materials

Attachments and support materials must be uploaded into the online grant application system. Attachments and support materials will not be accepted by any other method including email and fax.

Required Attachments

Attachments are required documentation of eligibility. The required attachments for Cultural Facilities are:

1. **Matching Funds** Documentation.
 - a. Bank statements, awards, contracts, for **cash on hand**; and
 - b. Copies of **irrevocable pledges**.
2. Letters and/or invoices from **in-kind contributors**.
3. Documentation of **Unrestricted Use** (construction and renovation projects only; see Unrestricted Use of Land and/or Buildings).
 - Deed, title, property tax statement to document **unrestricted use**; or
 - Executed copy of lease and written explanation of any easements, covenants, or other conditions to document **unrestricted use**.
4. **Total Support and Revenue** Documentation (See Total Support and Revenue)
 - Audit or financial statement; OR
 - Audit or financial statement of the organization that will be responsible for management of the facility (*public entity applicants only*).

5. Current **Architectural Plans** (for new construction and renovation projects only) certified by a licensed architect or engineer. If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. (See Architectural Plans).
6. **Budget estimates** provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.
7. **Project Support** Documentation
 - Up to 6 current letters of support from local officials (City and County Government), community groups, and community members (See Support Letters).
8. **Bureau of Historic Preservation (BHP) Determination Letter** stating that the proposed project will have **NO** adverse effects to the building's historical significance for buildings 50 years or older (See Historical Review Requirements).
9. **Nonprofit IRS Letter.** Not-for-profit tax-exempt applicants must also provide one (1) copy of your IRS 501(c) (3) or 501(c) (4) determination letter.
10. **Substitute W-9.** A copy can be obtained at flvendor.myfloridacfo.com.
11. **Form 990** for the organization's last completed fiscal year.
12. **Mission and Programming Materials** such as season program, box office statement, educational programs that document percentage of arts and cultural programming of facility. If project is for a new space without previous programming, provide programming examples.
13. **Additional Support Materials:** Support materials will be considered by panelists in the review and scoring so including them is highly recommended (See Support Materials).
14. **Appraisal and Purchase Documents (for Acquisition projects only):** In this attachment the Applicant Organization must include an appraisal(s), purchase agreement, title/owner search, and certified land survey. All closing costs are the responsibility of the Grantee. In addition to the supporting documents required for all applications, this application must include the following:
 - A copy of an executed option or purchase agreement;
 - A copy of the complete appraisal prepared by a Florida State Certified General Real Estate Appraiser;

- A copy of a title search; and
- A copy of the certified land survey.

Unrestricted Use of Land and/or Buildings

You must provide documentation that the Applicant has Unrestricted Use (either ownership or lease) of the building and the land associated with the proposal/project.

- **Ownership:** Legal proof of unrestricted ownership of property and building by the applicant. Unrestricted means unqualified ownership and power of disposition. Documentation may include a deed, title, or a copy of a recent property tax statement. Provisional sales contracts, binders, or letters of intent are not acceptable documentation of ownership.

If you do not have ownership of property and building, you must provide:

- **Lease for a specific period of time:** The lease must be executed/effective at the time of the application deadline and remain in effect for a length of time of not less than ten (10) years following the Grant Award. Only facilities with leases in which the lessor is a public entity governed by either a municipality or county, or a not-for-profit entity are eligible for a Cultural Facilities grant.
- **Documentation must include an executed copy of a lease** (see definition of Lease) and a written explanation of any easements, covenants, or other conditions affecting the use of the site or facility, or both.
- **Ownership of Improvements:** Applicants must retain ownership of all improvements made under the grant unless land or buildings or both are owned by the State of Florida and leased to an eligible applicant.

Total Support and Revenue (Statement of Comprehensive Income, Revenue and Expense)

You must provide documentation of your Total Support and Revenue for your last completed fiscal year.

- **Not-for-profit, tax-exempt organizations** provide an audit to substantiate Total Support and Revenue. If you do not have an audit, provide a financial statement **signed and**

certified by the authorizing official, as documentation of Total Support and Revenue (Upload the last completed fiscal year).

- **Municipal or county governments (public entities)** - Either an audit or an internally prepared financial statement must be submitted as documentation of Total Support and Revenue (Upload the most recent available).
- If a City or County government owns the building or land or both and is applying on behalf of a not-for-profit organization, then the financial statements (or audit) of both entities are required.

Architectural Plans

All new construction and renovation applicants must upload current architectural plans for the facility certified by a licensed architect or engineer (not required for building acquisition). If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. Applicants are required to include budget estimates provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.

Support Letters

All applicants must submit current letters of project support from local officials (City and County Government), community groups, and community members who are lending support to this project. Letters should be from individuals who have actually visited the facility (if a renovation project) or participated in programs (if a new facility). **Applicants should avoid form letters; original letters that are signed and current are preferred.** A maximum of six support letters are allowed.

If matching funds are from a single source (i.e. Municipality/County Resolution, single donor, etc.), applicants are **strongly encouraged** to include letters or surveys showing community support for the project.

Historical Review Requirements

Facilities that are 50 years old or older may have historical significance that must be preserved. If your facility meets the criteria, the Bureau of Historic Preservation (BHP) must approve your project plans before submission of your application. Upload a copy of the BHP determination letter stating that the proposed project will have **no adverse effects** to the building's historical significance at time of the application.

Please note that the review time for projects is approximately 30 days once all required information is received by the Bureau of Historic Preservation office. If you have questions, please contact the Review and Compliance Section at 850.245.6333 or visit BHP web site at dos.myflorida.com/historical/preservation/compliance-and-review/documents-forms.

Support Materials

Support materials may include, but are not limited to:

- Photographs;
- Supplemental or expanded budgets;
- Flyers, brochures;
- Newspaper articles; and
- Plans for sustainable design.

Please submit only high quality materials that support your application and only as many as you need. Required attachments do not count towards the 10 upload limit.

It is your responsibility to verify and receive permission for the use of any copyrighted materials. You are also responsible for considering accessibility of your materials.

File Formats

Council members are not required to own specific software and the Division makes no guarantee that reviewers will be able to view your digital materials. To increase the chances of file compatibility, make sure files are in one of the following formats.

- .pdf, .txt (documents)
- .jpg, .gif, .pdf (images)
- .mp3 (audio excerpts)
- .mp4, .mov (video excerpts)

Uploading Instructions

- Attachments and support materials must be uploaded in the online system by the application deadline.
- You may include up to 10 uploads for your support materials in addition to your Required Attachments. You can include more than one item in an upload. You are not required to upload multiple copies. You must describe your materials as you upload them.

Grant Forms

The following forms must be used in the administration of all grants in these guidelines and are hereby incorporated by reference and available from the Division through dosgrants.com:

#	Title	Form #	Effective Date
1.	Cultural Facilities Grant Application	CA2E147	03/2022
2.	Grant Award Agreement	CA2E038	03/2022
3.	Cultural Facilities Program Report	CA2E048	03/2022

Single Audit Act

All grant award recipients are required to complete a Single Audit Act certification form through the Department of State grants management system at dosgrants.com. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. Certifications and any required audit are due nine months following the organization's fiscal year end date. See Florida Single Audit Act for more information.

Definitions

Accessibility - Opening existing programs, services, facilities and activities to individuals with disabilities. Inclusiveness of persons with disabilities is addressed through staffing, mission,

policy, budget, education, meetings and programs to ensure that audiences/participants have an equal range of opportunities.

Applicant - A non-profit, tax-exempt, Florida corporation or a local or state governmental entity, school district, community college, college, university or artist engaged in or concerned with arts and cultural activities that is requesting grant funds from the Division.

Applicant Cash (\$) - Funds from the applicant's present and/or anticipated resources. For the Operating Budget purposes, this line-item represents withdrawal from savings. This line item is often used to "balance the budget" when expenses exceed other revenues. It shows the applicant's ability to "pay the bills" for all expense items. If there are excess revenues, reduce this line to zero or only the amount needed to balance the budget. Negative numbers cannot be used to balance the budget.

Authorized Official - Name of person with authority to legally obligate the Applicant.

Cash Reserves (\$) - For most organizations, this will be your savings account, other cash reserves or investments that are available to spend on general operations or programs. The "reserve" will usually increase when there are excess revenues for the year and decrease if there was a deficit. This is more a year end accounting function than actual day to day activity.

Catalog of State Financial Assistance (CSFA) - A statewide compendium of state projects that provide financial assistance to nonstate entities. As the basic reference source for state projects, the primary purpose of the Catalog is to assist users with obtaining general information on state projects and identifying state projects that meet specific objectives. State projects are cataloged by agency and are assigned a Catalog of State Financial Assistance (CSFA) number for easy referencing. The Cultural Facilities CSFA number is 45.014.

Community - The geographic area and/or constituents served by the applicant (for general program support requests) or by the proposal (for project requests).

Community Organizations - Civic, social service and business groups that may be involved in the project for which funding is being requested. These may include science organizations, historical organizations and organizations which serve diverse populations.

Congressional District of Applicant - District of the United States House of Representatives in which the applicant's business address is located.

Contact Person - The person to contact for additional information about the application. The person with immediate responsibility for the project.

Costs: Allowable (\$) - Costs shall be allowed for the purposes of a grant provided that:

- they occur or are obligated within the grant period specified on the grant application; and
- they are solely for the purposes of the grant and can be easily identified as such.

Council - The Florida Council on Arts and Culture; a 15-member advisory council appointed to advise the Secretary of State regarding cultural grant funding and on matters pertaining to culture in Florida.

Cultural Diversity - Having the characteristic of being deeply rooted in and reflective of ethnically diverse, inner-city or rural populations and which represents the works of a particular culture, including an ethnic minority.

Cultural Events - Includes different artistic, cultural or educational activities which were produced or sponsored by the grantee, were open and accessible to the public and took place in the grant period, i.e. performances, exhibits, rehearsals, workshops, classes, seminars, demonstrations, conferences, publications or media broadcasts. Do not include strictly fund-raising/gala events. Note: to count number of events, only include the number of different events which were offered, i.e. a play performed ten times or a museum exhibit running for three months, should each be counted as one event.

Deliverable - The quantifiable goods or services that must be provided in order to receive payment. Each deliverable must be connected with one or more activities identified and described in the Scope of Work. Deliverables, along with the Scope of Work, are included in the grant agreement. Deliverables must be agreed upon by both the Division and the grant recipient. The deliverables will be developed by the grant applicant in the grant application for inclusion in the grant agreement but may be renegotiated by the Division.

Department - The Florida Department of State.

Director - The Director of the Division of Arts and Culture.

Disability - A physical or mental impairment that substantially limits one or more major life activities.

Division - The Division of Arts and Culture of the Department of State.

End Date - The last date of fiscal activity in the project for which assistance is requested.

Equipment (\$) - All items which cost in excess of \$5,000 (per unit) and have a life expectancy of over one year.

Financial Consequences - The financial consequences that will be applied if the grant recipient fails to perform all tasks outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement. Financial consequences are tied to deliverables and each payment. Per Section 287.058, *Florida Statutes*, the Division is required to specify a reduction in grant funding that will be applied if the recipient fails to perform all activities outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement.

Florida Accountability Contract Tracking System (FACTS) - The State of Florida's centralized online contract reporting system. All information pertaining to the grant agreement will be available on the FACTS system and viewable by the public. This includes the grant agreement, payment information, deliverables, performance metrics, grant award and audit information. FACTS is online at facts.fldfs.com.

Florida Single Audit Act – Requires an audit of a nonstate entity's financial statements and state financial assistance if \$750,000 or more in state financial assistance is expended during the non-state entity's fiscal year. Such audits shall be conducted in accordance with the auditing standards as stated in the rules of the Auditor General.

Folklife - Means the traditional expressive culture shared within the various groups in Florida: familial, ethnic, occupational, religious and regional. Expressive culture includes a wide range of creative and symbolic forms such as custom, belief, technical skill, language, literature, art, architecture, music, play, dance, drama, ritual, pageantry and handicraft, which forms are generally learned orally, by imitation or in performance and are maintained or perpetuated without formal instruction or institutional direction (267.021, *Florida Statutes*).

Government Support: Federal (\$) - Cash support derived from grants or appropriations given for this project (other than this grant request) by agencies of the federal government or a proportionate share of such grants or appropriations allocated to this project.

Government Support: Local/County (\$) - Cash support derived from grants or appropriations given for this project by agencies of the local or county government or a proportionate share of such grants or appropriations allocated to this project.

Government Support: State/Regional (\$) - Cash support derived from grants or appropriations given for this project (other than this grant request) by agencies of the state government and/or multi-state consortiums of state agencies or a proportionate share of such grants or appropriations allocated to this project.

Grant Award - The dollar amount of a grant award approved by the Secretary of State for a project, program or general program support as outlined in the application.

Grant Award Agreement - The document by which the Grantee enters into a contract with the State of Florida for the management of grant funds.

Grant Award Letter - The letter signed by the Secretary of State or an authorized representative of the Department of State and countersigned by the grantee. The grant award letter contains the grant award amount.

Grant Period - The time for the use of the grant award as set forth in the grant award agreement.

Grantee - An organization receiving a grant award from the Department of State.

In-Kind Contribution (\$) - The documented fair market value of non-cash contributions provided by the grantee or third parties which consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

Individuals Participating - The total number of individuals who are directly involved in the funded activity as artists, non-artist project participants or audience members between the grant or project start and end dates.

Figures should encompass only those individuals directly affected by or involved in the funded activity and should include Artists Participating and Youth Benefiting. For General Program Support count artists, staff, audiences and project participants directly involved with organization's events and services within the given funding period; do not substitute the entire population of the geographic area served. For projects related to publication, report the number of persons using the materials or the number of copies actually distributed; do not substitute the total number of copies produced. For Internet-based projects, report the number of unique users; do not substitute the number of "hits" or times the information was accessed.

Marketing (\$) - Include all costs for marketing/publicity/promotion specifically identified with the project or programming. Do not include payments to individuals or firms which belong under "Personnel," or "Outside Fees and Services: Other." Include costs of newspaper, radio and television advertising, printing and mailing of brochures, fliers and posters and space rental when directly connected to promotion publicity or advertising

Matching Funds - The portion of the project costs not borne by the Department of State. Matching funds shall amount to at least 50 percent of project costs which may include up to 25 percent of project costs as in-kind, unless otherwise specified in the Grant Award Agreement. Funds received from the sale of the Arts License Plates are considered local government support and are allowed as match.

Minority - A lawful, permanent resident of Florida who is one of the following:

- an African-American (a person having origins in any of the racial groups of the African Diaspora);
- a Hispanic-American (a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean, regardless of race);
- an Asian-American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands, including the Hawaiian Islands prior to 1778);
- a Native-American (a person who has origins in any of the Indian Tribes of North America prior to 1835); or
- an American Woman. [288.703(4), *Florida Statutes*]

Noncompliance - The grant recipient is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies or other applicable laws.

Non-profit - Incorporated as an active non-profit Florida corporation, in accordance with Chapter 617 or Chapter 623, Florida Statutes. We do not fund Foreign Non-profits. A foreign non-profit is an existing corporation that is registered to do business in a state or jurisdiction other than where it was originally incorporated.

Older adults - Individuals over the age of 65 that directly attended/participated in the project or program.

Outside Fees and Services: Other (\$) - Payments to firms or persons for non-artistic services or individuals who are not normally considered employees of the applicant, but consultants or the employees of other organizations, whose services are specifically identified with the project or programming.

Outside Fees and Services: Programmatic (\$) - Payments to firms or persons for the programmatic services of individuals who are not normally considered employees of the applicant, but consultants or the employees of other organizations, whose services are specifically identified with the project or programming. Include artistic directors, directors, conductors, conservators, curators, dance masters, composers, choreographers, designers, video artists, filmmakers, painters, poets, authors, sculptors, graphic artists, actors, dancers, singers, musicians, teachers, instructors, etc. serving in non-employee/non-staff capacities.

Personnel: Administrative (\$) - Payments for salaries, wages, fees and benefits specifically identified with the project or programming, for executive and supervisory administrative staff, program directors, educational administrators, managing directors, business managers, press and agents, fund raisers, clerical staff such as secretaries, typists, bookkeepers; and supportive personnel such as maintenance and security staff, ushers and other front-of-the-house and box office personnel.

Personnel: Programmatic / Artistic (\$) - Payments for salaries, wages, fees and benefits specifically identified with the project or programming for programmatic personnel including artistic directors, directors, conductors, conservators, curators, dance masters, composers, choreographers, designers, video artists, filmmakers, painters, poets, authors, sculptors, graphic artists, actors, dancers, singers, musicians, teachers, instructors, puppeteers, etc.

Personnel: Technical/Production (\$) - Payments for employee salaries, wages and benefits specifically identified with the project, for technical management and staff, such as technical directors; wardrobe, lighting and sound crew; stage managers, stagehands; video and film technicians, exhibit preparators and installers, etc.

Presenter (Sponsor) - An organization that is in the business of presenting professional performing artists or arts groups to the public.

Private Support: Corporate (\$) - Cash support derived from contributions given for this project (other than this grant request) by business, corporations and corporate foundations or a proportionate share of such contributions allocated to this project.

Private Support: Foundation (\$) - Cash support derived from grants given for this project or programming by private foundations or a proportionate share of such grants allocated to this project or programming.

Private Support: Other (\$) - Cash support derived from cash donations given for this project or a proportionate share of general donations allocated to this project. Do not include corporate, foundation or government contributions and grants. Include gross proceeds from fund-raising events.

Project Costs - All allowable expenditures incurred by the grantee and the value of in-kind contributions made by the grantee or third parties in accomplishing the grant.

Project Title - A short descriptive title of the project for which applicant is requesting assistance. If no formal title exists or if the title is not descriptive, a short phrase describing the activities of the project should be substituted.

Public Entity - A Public Entity is a Florida local government, entity of state government, school district, community college, college or university. Private schools, private community colleges, private colleges and private universities are not public entities and must be non-profit and tax-exempt to meet the legal status requirement. Public entities are not eligible to apply to the Arts in Education category. Public entities may apply to another discipline or the Arts in Education Specific Cultural Project Program grant category.

Recurring Cultural Program - Recurring cultural programs exist within multipurpose public or private non-profit institutions such as municipalities, universities, foundations, cultural centers and organizations, museums and other arts and cultural organizations. To be eligible:

- a cultural program located within a multipurpose institution must function as a discrete unit within its parent institution and present or produce a full season of programming on a yearly basis;
- have a full segregated and itemized budget within that of its parent institution;
- have an advisory board that governs the activities of the program; and
- be able to separately fulfill the Basic Eligibility and discipline-specific requirements.

Entire departments or schools within a university, college or other multipurpose institution do not qualify as recurring programs.

Regional - Within the state, at least 150-mile land radius of venue.

Regranting - Using state grants monies to underwrite grants programs or individual grants within one's own organization or another organization. Regranting of Division funds is prohibited.

Remaining Operating Expenses (\$) - All expenses not entered in other categories and specifically identified with the project. Include non-structured renovations, improvements, scripts and scores, lumber and nails, electricity, telephone and telegraph, storage, postage, photographic supplies, publication purchases, sets and props, equipment rental, insurance fees, trucking, shipping and hauling expenses not entered under "Travel."

Remaining Proposal Expenses (\$) - All expenses not entered in other categories that are specifically identified with the project or programming.

Revenue: Admissions (\$) - Revenue derived from the sale of admissions, tickets, subscriptions, memberships, etc. In the Proposal Budget the admissions must be for events attributable or prorated to the proposal.

Revenue: Contracted Services (\$) - Revenue derived from fees earned through sale of services (other than this grant request). Include sale of workshops, etc., to other community organizations, government contracts for specific services, performance or residency fees, tuition, etc. Include foreign government support.

Revenue: Other (\$) - Revenue derived from sources other than those listed above. Include catalog sales, advertising space in programs, gift shop income, concessions, parking, investment income, etc.

Rural - Counties whose total population is less than 125,000 or whose population density is less than 250 people per square mile and not located within a U.S. Census designated metropolitan area. (This definition is used for Underserved Cultural Community Development projects.)

Rural Economic Development Initiative - (REDI) recognizes rural or economically distressed counties and communities. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

School-based Cultural Events - Cultural events that directly involve the participation of a public or private PreK-12 school, i.e. school field trips to arts organizations, performances or workshops which took place on school grounds or other collaborations between arts organizations and schools. In school-based cultural events, the school is involved in organizing the children's participation in the cultural event. Touring companies should not report attendance at schools when the program was funded by the Division's state touring grant program.

Scope of Work - A description of the specific work to be performed under the grant agreement in order to complete the project. The Scope of Work will be provided by the grantee for inclusion in the grant agreement if the grant is awarded funding.

Secretary - The Florida Secretary of State.

Service Area - Regular client/program participants, not including broadcasts.

Space Rental, Rent or Mortgage (\$) - Payments for rental of office, rehearsal, theatre, hall, gallery and other such spaces. Do not include principal of mortgage; include interest only. Do not include rental of housing for guest artists or other persons.

Start Date - The first date of fiscal activity in the project for which assistance is requested.

State Supported Institution - Any organization whose general operations budget is supported by funds from state appropriations which exceeds \$10,000, exclusive of competitive, nonrecurring grants.

Tax-exempt: designated as tax-exempt as defined in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at guidestar.org.

Total Fund Revenue - Means all revenue received by an organization during a fiscal year and recognized in the organization's independent certified audit or attested financial statement.

Total Operating Income (\$) - Gross operating income for the organization's last completed fiscal year. Governmental agencies may include all funds directly appropriated and administered by the applicant agency, as well as support services provided by the agency, that are directly attributed to the program. A detailed listing of these support services must be attached to the grant application operating budget and must be approved by and signed by agency budget officials. Do not include capital contributions or expenses in the operating budget.

Traditional Arts - Traditional arts are traditional cultural expressions through which a community maintains and passes on a shared way of life. Traditional arts are rooted in and reflective of the cultural life of a community. Community members may share a common ethnic heritage, cultural mores, language, religion, occupation or geographic region. These vital and constantly reinvigorated artistic traditions are shaped by values and standards of excellence that are passed from generation to generation, most often within family and community, through demonstration, conversation and practice. Traditional art expressions are usually learned informally through a relative or the community and are maintained without formal teaching or academic training. Traditional arts are learned orally or by observation and imitation, often through a master artist instructing an apprentice. Some traditional arts have a deep-rooted history with little change, while others are constantly evolving and adapting to their changing environment.

Florida Statutes Definition “. . . (6) Folklife means the traditional expressive culture shared within the various groups in Florida: familial, ethnic, occupational, religious and regional. Expressive culture includes a wide range of creative and symbolic forms such as custom, belief, technical skill, language, literature, art, architecture, music, play, dance, drama, ritual, pageantry and handicraft, which forms are generally learned orally, by imitation or in performance and are maintained or perpetuated without formal instruction or institutional direction,” 267.021 FS.

The Traditional Arts discipline includes many forms and processes of expression including, but not limited to: performing traditions in music, dance and drama; traditional storytelling and other verbal arts; traditional crafts; visual arts; and architecture.

Examples of Traditional Arts projects may include an African Caribbean Dance Festival, Music and Dance of India, Cherokee Storytelling and African American gospel music *in which each art form is presented by a traditional artist.*

Note: The Traditional Arts discipline is **not** intended for programming that focuses primarily on the following activities: research for scholarly purpose only; historical presentations; re-creations or re-enactments; cultural appropriation and revivalism, tourism and contemporary studio crafts or reproductions.

Travel (\$) - Include fares, hotel and other lodging expenses, taxis, per diem payments, toll charges, mileage, allowances on personal vehicles, car rental costs, etc. For transportation not connected with travel of personnel and for trucking, shipping or hauling expenses see "Remaining Operating or Proposal Expenses."

Underserved Designation – Either a rural or minority cultural organization.

A **rural** cultural organization is:

- Designated by the Rural Economic Development Initiative (REDI) as an economically distressed county or community. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

A minority cultural organization is:

- Community-based,
- Deeply rooted in and reflective of a specific religious, racial, national or cultural group of non-western or Judeo-Christian tradition or
- Composed of at least 51% persons who represent such groups as African American, Hispanic, Native American, Asian/Pacific Islander, individuals with disabilities and other minorities. This includes staff, board, artists and volunteers. Gender is not considered a minority for the purposes of this program.

Youth Participating - Individuals under the age of 18 that directly attended/participated in the project or program.

Help

For general information about the Division of Arts and Culture and to access grant information, panel details and resources, visit our web site at: dos.myflorida.com/cultural.

For information about the Cultural Facilities program, contact the program manager responsible for your proposal type and discipline at dos.myflorida.com/cultural/about-us/staff-listing.

VACANT PARCEL

Location:

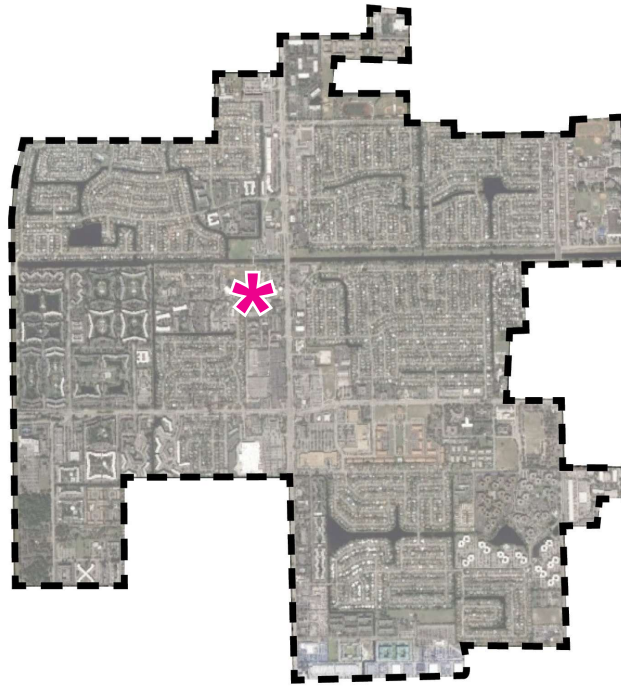
Across from Vincent Torres
Memorial Park

Size:

2.57 Acres

Class:

Specific Purpose



COMMUNITY CENTER

EXISTING FEATURES:

- Overflow parking lot (grass and asphalt parking spaces)
- 0.3 AC community garden

RECOMMENDATIONS:

- Evaluate development of community building with an indoor fitness center, offices, community rooms, and parking.

● Short Term ● Mid Term ● Long Term

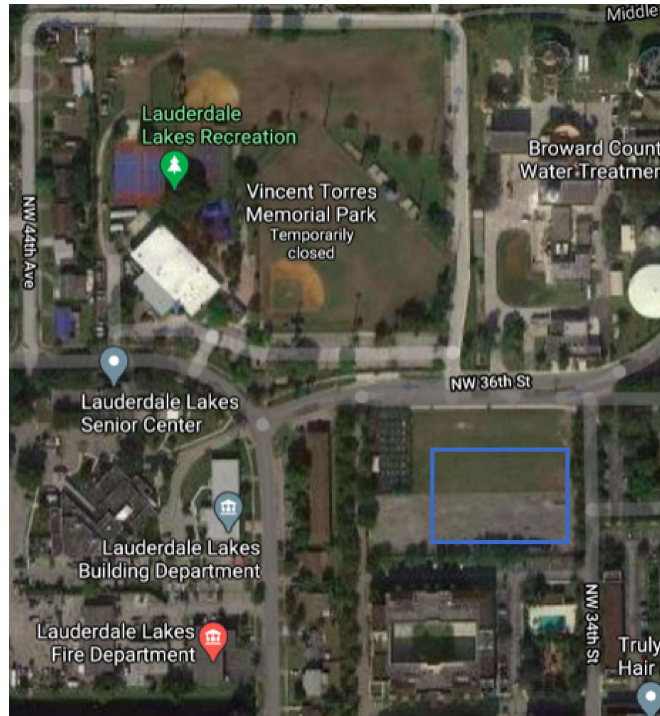


Facility Recommendations

Based on information developed as part of the park concept plans, recreation assessment, key leader meetings, and results of the statistically valid needs assessment survey, recommendations were developed for indoor facility space at Vincent Torres Memorial Park and Willie L Webb, Sr. Park

Vincent Torres

According to the concept plans provided by Kimley Horn, a campus development is recommended that includes Vincent Torres Memorial Park, Lauderdale Lakes Senior Center, Lauderdale Lakes Building Department, Lauderdale Lakes Fire Department and the vacant lot off of NW 36th Street that currently includes the garden plots.



The concept plan recommends developing a multipurpose indoor facility of ranging from 25,000 to 40,000 square feet. Recommended program spaces include a fitness center, group exercise rooms, and multipurpose rooms that can accommodate before and after school care, senior programming, and room rentals. The estimated cost for the new building will be \$18 million, which includes both soft and hard costs.

Willie L. Webb

At Willie L. Webb, Sr. Park, increase the footprint of the existing indoor spaces including the Activity Center and the Fitness Center by approximately 20,000 square feet to include a gymnasium, enhanced rental opportunities, and an enlarged fitness space. If additional childcare spaces are needed, that could be added here, too.

The basketball courts could be covered to increase the usage. Removing the unused softball field would create additional turf areas for other sports such as lacrosse, football, and cricket. There is room for additional parking on this site if it is needed. Estimated cost for the expansion is \$9,000,000 and includes both soft and hard costs.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
RESOLUTION 2022-051 AUTHORIZING THE CITY OF LAUDERDALE LAKES TO SUBMIT A PROPOSAL RESPONSIVE TO THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HURRICANE LOSS MITIGATION PROGRAM FOR THE 2022/2023 FUNDING YEAR, PURSUANT TO RFP-DEM-21-22-026
Summary
This resolution acknowledges the public hearing providing an opportunity for members of the public to provide comments regarding the proposed programs for the application for funding from the State of Florida Division of Emergency Management Program Year 2022/2023 Cycle.
Staff Recommendation

Background:

The City of Lauderdale Lakes is seeking approval to submit an application for the 2022/2023 Hurricane Loss Mitigation program. The City substantially completed the Hurricane Loss Mitigation (HLMP) Program in 2019/2020, which was awarded by the State of Florida Division of Emergency Management to allow for homes to be hardened and protected from hurricane damage. The City of Lauderdale Lakes has comprehensively mitigated 14 homes through 2 program cycles and would like the opportunity to continue the effort to harden as many homes as possible through the HLMP program. All fourteen (14) of our homes are single family detached that have new roof, shutters, doors and or windows. All have seen reduction in insurance through their policies and improved property values.

Staff is once again applying for this grant which was opened on 5/9/2022 by an RFP and closes on 5/27/2022 at 10:00 A.M. This resolution will accompany our application to show support from our Mayor and Commission in our efforts to finding grant funding to assist our community. The HLMP grant program allows for Lauderdale Lakes to continue its effort to improve our aging housing stock, given that much of the City's housing stock was built in the sixties. This program will be administered under the similar guidelines as the CDBG program, which the State of Florida uses.

Therefore staff recommends approval and support for the proposed grant application to the State of Florida Division of Emergency Management, Hurricane Loss Mitigation Program grant application.

Staff looks for direction from the City Commission.

Funding Source:

Grant funding

Fiscal Impact:

The HLMP grant program is reimbursable \$194,000.00

Sponsor Name/Department: Tanya Davis-Hernandez, Director/Development Services

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2022-051 - Approving Application Submittal for 2022/2023 HLMP	Resolution
<input type="checkbox"/> Exhibit A - HLMP Application	Exhibit

RESOLUTION 2022-051

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE CITY OF LAUDERDALE LAKES TO SUBMIT A PROPOSAL RESPONSIVE TO THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HURRICANE LOSS MITIGATION PROGRAM FOR THE 2022/2023 FUNDING YEAR, PURSUANT TO RFP-DEM-21-22-026; FURTHER AUTHORIZING CITY MANAGER TO EXECUTE THAT CERTAIN STATE-FUNDED GRANT AGREEMENT UPON STATE ACCEPTANCE OF THE CITY OF LAUDERDALE LAKES' PROPOSAL, A COPY OF RFP-DEM-21-22-026, INCLUDING STATE-FUNDED GRANT AGREEMENT IS ATTACHED HERETO AS EXHIBIT A, PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Division of Emergency Management ("State DEM") has made certain public funding available for award and distribution to governmental entities to perform certain hurricane loss mitigation and retrofit improvements to approved structures through its Hurricane Loss Mitigation Program ("HLMP") funding;

WHEREAS, on May 9, 2022, the State DEM began soliciting written proposals via, RFP-DEM-21-22-026, from entities that seek to perform mitigation retrofit improvement to approved structures;

WHEREAS, based on City Staff's review of the City of Lauderdale Lakes' ("City") current housing stock, the City has identified a demonstrated need for the HLMP funding;

WHEREAS, in order to receive the HLMP funding, the City is required to submit a proposal responsive to RFP-DEM-21-22-026 on or before May 27, 2022 and sign the State-Funded Grant Agreement attached thereto; and

WHEREAS, City Staff has recommended the approval of this Resolution because the projected funding from the HLMP in the amount of One Hundred and Ninety-Four Thousand and

No/100 (\$194,000.00) Dollars will be funding assistance to City residents and will allow the City to continue its effort of mitigating its housing stock to protect against hurricane hazards.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Manager is hereby authorized to submit a proposal responsive to RFP-DEM-21-22-026; further the City Manager is hereby authorized and directed to execute the State-Funded Grant Agreement upon acceptance of the City's proposal by the State of Florida, Division of Emergency Management; further the City Manager is authorized and directed to take such further steps as shall be necessary and appropriate to apply for grant funding through the State of Florida, Division of Emergency Management for the Hurricane Loss Mitigation Program for the 2022/2023 funding year, in the amount of One Hundred and Ninety-Four Thousand and No/100 (\$194,000.00) Dollars.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis-Hernandez, Director of Development Services

VOTE:

Mayor Hazelle Rogers	_____ (For) _____ (Against) _____ (Other)
Vice-Mayor Marilyn Davis	_____ (For) _____ (Against) _____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For) _____ (Against) _____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For) _____ (Against) _____ (Other)
Commissioner Beverly Williams	_____ (For) _____ (Against) _____ (Other)

**State of Florida
Division of Emergency Management**



**Request for Proposals (RFP)
For
Hurricane Loss Mitigation Program
RFP No: RFP-DEM-21-22-026**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest must be timely filed with the Division of Emergency Managements' Agency Clerk, 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100.

Procurement Officer: Jenene Helms
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Phone: 850-815-4609
Email: JeneneHelms@em.myflorida.com

1) **BACKGROUND**

For background information about the Division's Hurricane Loss Mitigation Program ("HLMP"), please see the Scope of Work, Exhibit A attached to this solicitation. Note, funding is contingent on House Bill 837 becoming law, <https://www.flsenate.gov/Session/Bill/2022/837>.

2) **SOLICITATION**

The Division solicits written proposals from responsible and responsive Proposers who seek to perform mitigation retrofit improvements to approved structures.

In order to qualify for an award, the proposed mitigation retrofit improvements must reduce losses or reduce the cost of rebuilding after a disaster. Additionally, Proposers must identify structures that are not in compliance with the current edition of the Florida Building Code ("FBC").

When determining the effectiveness of a particular retrofit improvement, the Division will focus on the amount of reduction in risk exposure associated with the mitigation of a structure, not the age of that structure. Nonetheless, the Division encourages Proposers to target structures that fail to comply with no less than the 2002 edition of the FBC as retrofit improvements to those properties may yield the greatest savings for the Hurricane Catastrophe Fund. Please see Exhibit A, Scope of Work.

3) **PROPOSERS**

For the purpose of this document, the term "Proposer" means the prime Recipient acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer's team. The term "proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. After the award, said Proposer will be referred to as the "Recipient".

4) **ELIGIBLE PROPOSERS**

Grant funds awarded under the Hurricane Loss Mitigation Program qualify as state financial assistance under the Florida Single Audit Act. See section 215.971, Florida Statutes. The Catalog of State Financial Assistance number (CSFA#) is 31.066. The Legislature provides the Division with Hurricane Loss Mitigation funds through section 215.555(7)(c), Florida Statutes, and through the grants and aid appropriation category. The following table lists the categories of eligible and ineligible proposers:

Eligible Proposers	Ineligible Proposers
Governmental entities	Individual homeowners
Nonprofit organizations	For-profit organizations that do not qualify as private educational institutions
Public and private educational institutions	

The following statutory sections provide additional guidance:

- a) Section 215.555(7)(c), Florida Statutes, limits HLMP funding to “local governments, state agencies, public and private educational institutions, and nonprofit organizations.”
- b) **Grants and aid.** In order to qualify for an award of a State-Funded Grant Agreement under the “grants and aid” appropriation category, a Recipient must be either a unit of government or nonstate entity. See section 216.011(1)(r), Florida Statutes.
- c) **Nonstate entity.** As defined by section 215.97(2)(n), Florida Statutes, nonstate entity “means a local governmental entity, nonprofit organization, or for-profit organization that receives state financial assistance.”
 1. **Local governmental entity.** As defined by section 215.97(2)(k), Florida Statutes, local governmental entity “means a county as a whole, municipality, or special district or any other entity excluding a district school board, charter school, Florida College System institution, or public university, however styled, which independently exercises any type of governmental function within the state.”
 2. **Nonprofit organization.** As defined by section 215.97(2)(m), Florida Statutes, nonprofit organization “means any corporation, trust, association, cooperative, or other organization that:
 - a. “Is operated primarily for scientific, educational service, charitable, or similar purpose in the public interest.
 - b. “Is not organized primarily for profit.
 - c. “Uses net proceeds to maintain, improve, or expand the operations of the organization.
 - d. “Has no part of its income or profit distributable to its members, directors, or officers.”
 3. **For-profit organization.** As defined by section 215.97(2)(g), Florida Statutes, for-profit organization “means any organization or sole proprietor that is not a governmental entity or a nonprofit organization.”

5) **RESPONSIBILITY**

In order to qualify as a responsible vendor as that term is defined by section 287.012(25), Florida Statutes, a Proposer must demonstrate the capability in all respects to fully

perform the contract requirements and the integrity and reliability that will assure good faith performance.

6) PROPOSALS

Applicants may submit one (1) proposal for a maximum award amount of \$194,000. Subcontractors may appear in more than one proposal. Sections 29 through 31 of this RFP provide additional guidance on proposal requirements.

7) RESPONSIVENESS

- a) **Vendor.** In order to qualify as a responsive vendor as that term is defined by section 287.012(27), Florida Statutes, a Proposer must submit a proposal that conforms in all material respects to this solicitation.
- b) **Proposal.** In order to qualify as a responsive proposal as that term is defined by section 287.012(26), Florida Statutes, a proposal must conform in all material respects to this solicitation.
 - 1. The Division shall not consider any proposal that contains a material deviation from the terms of this solicitation. However, the Division reserves the right to consider a proposal that contains a minor deviation or irregularity so long as that minor deviation or irregularity does not provide a competitive advantage over the other Proposers.
 - 2. The Division shall not permit a vendor to amend a proposal after the due date for submissions – even if to correct a deviation or irregularity.
 - 3. Proposals shall not be considered if not received by the Division on or before the date and time specified as the due date for submission.
 - 4. All proposals must be typed or printed in ink.
 - 5. A proposal may fail to qualify as responsive by reasons that include, but are not limited to:
 - a. Failure to include a material form or addendum;
 - b. Failure to include material information;
 - c. Modification of the proposal specifications;
 - d. Submission of conditional proposals or incomplete proposals; and,
 - e. Submission of indefinite or ambiguous proposals.
 - 6. Other conditions which may cause rejections of proposals include but are not limited to:
 - a. Submission of more than one proposal from the same vendor;

- b. Evidence of collusion among Proposers;
- c. Obvious lack of experience or expertise to perform the required work;
- d. Failure to perform or meet financial obligations on previous contracts or grant agreements; and,
- e. Inclusion on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

8) SELECTION CRITERIA

The Division will make awards to the responsible and responsive Proposers whose proposals represent the most advantageous options for the State. The Division will evaluate each proposal in order to determine which ones provide the best value. In making these determinations, the Division will focus on specific criteria as outlined in section 30 and section 39 of this solicitation.

9) AWARDS

The Division intends to award State-Funded Grant Agreements to the most responsive and responsible Proposers whose proposals are determined to be the most advantageous to the Division. After awards, said Proposers will be referred to as the "Recipient". Awards will be offered to the Proposer with the overall highest average score, then to the Proposer with the next highest average score, and so on, until all funds have been offered or all eligible proposals have been funded. Partial funding may be offered to Proposers in order to expend all available money.

The Notice of Intent to Award will be announced and posted on the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP).at: <https://vendor.myfloridamarketplace.com/> after final evaluation and totaling of scores at the Selection Committee meeting specified in the Timeline of Events.

10) PERIOD OF PERFORMANCE

The Division anticipates that the period of performance will begin on date of final execution of the Agreement by the Division and be effective through June 30, 2023.

11) TIMELINE OF EVENTS

Provided below is a list of critical dates and actions. These dates are subject to change. Notice of changes (addenda) will be posted on the MFMP VIP at <https://vendor.myfloridamarketplace.com/>. It is the responsibility of all potential Proposers to monitor this site for any changing information.

Timeline of Events - Action/Location	Event Time (Eastern Time)	Event Date
RFP posted on the MFMP VIP		5/9/2022
Deadline to submit questions to the Procurement Officer	2:00 PM	5/16/2022
Division's anticipated posting of answers to Respondent's questions on the MFMP VIP		5/20/2022
Deadline to submit Proposal and all required documents to the Procurement Officer.	2:00 PM	5/27/2022
Public Opening. Procurement to open responses and read respondents names aloud only. Conference Call Info: Dial in Number- 1 888 585 9008 Conference Room- 527-059-248 (No in-person meeting)	2:30 PM	5/27/2022
Formal Evaluations Conducted		5/31/2022- 6/14/2022
Scores due to Procurement Officer from Evaluators		6/14/2022
Anticipated date to post Notice of Intent to Award		6/20/2022

12) CONTACT PROVISION

As required by section 287.057(25), Florida Statutes, the Division highlights the following provision:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

13) SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Division's Procurement Manager at (850) 815-4609. Requests for accommodation for meetings must be made at least five working days prior to the meeting. A person who is

hearing or speech impaired can contact the American with Disabilities Act (ADA) Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

14) MYFLORIDAMARKETPLACE

Awarded Proposers must complete this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

15) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

Awarded Proposers must register and complete an electronic Florida Substitute W-9 form prior to contract execution. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the form. For instructions on how to complete the Florida Substitute W-9 form, please visit:

<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

16) FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS)

On March 1, 2012, the Department of Financial Services (DFS) implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images as required per section 215.985, Florida Statutes. The link to the DFS FACTS public website is: <https://facts.fldfs.com>. Any contract resulting from this solicitation will be included in the FACTS system.

17) QUESTIONS & ANSWERS

Proposers will address all questions during the Question and Answer period regarding this solicitation in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events section.

The Division requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Vendor Name	RFP Section / Attachment	Page #	Question

Questions will not constitute formal protest of the specifications of the solicitation. Division answers to written inquiries will be issued via the MFMP VIP.

18) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL / ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a Proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Division will be considered as a duly authorized expression on behalf of the Division.

Notices of changes (addenda) will be posted on the MFMP VIP at: <https://vendor.myfloridamarketplace.com/>. It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting your proposal. All addenda will be acknowledged by signature and subsequent submission of addenda with proposal when so stated in the addenda.

19) DIVERSITY ACHIEVEMENT

The Division is dedicated to fostering the continued development and economic growth of minority, veteran and women owned businesses. Participation of a diverse group of Respondents doing business with the State of Florida is central to the Division's effort. The Division, its vendors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that minority, women, and veteran businesses have the opportunity to compete for and perform contract work for the Division in a non-discriminatory environment. To this end, minority, veteran, and women owned businesses are encouraged to participate in the state's competitive, procurement process as both Vendors and Sub-contractors. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

19) SCOPE OF SERVICES

Details of the work, information and items to be furnished by the Proposer are described in the Scope of Work, Exhibit A, attached hereto and made a part hereof.

20) QUALIFICATIONS

The Division will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this Request for Proposal.

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the Scope of Work (Exhibit A). Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise exempted by the Division's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

In accordance with sections 607.1501, 605.0902, and 620.1902, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. "Foreign Corporation" means a corporation for profit incorporated under laws other than the laws of this state. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to grant agreement execution.

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to grant agreement execution.

21) WARRANTY / SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from these criteria must be documented in the proposal or the above statement shall prevail.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the Contractor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Division, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

22) LIABILITY INSURANCE

The Contractor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Division. Nor shall the Contractor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Contractor shall submit the required Certificates of insurance to:

Florida Division of Emergency Management
C/O Jenene Helms
2555 Shumard Oak Blvd. /Tallahassee, Florida 32399-2100.

The Contractor must carry and keep in force during the period of this agreement a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this contract.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. Such policies shall provide that the insurance is *not* cancellable except upon thirty (30) days prior written notice to the Division.

The Division shall be exempt from, and in no way liable for, any sums of money which may represent a deduction in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.

23) AGREEMENT DOCUMENT

The Division's "State-Funded Grant Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this RFP. In submitting a proposal, the Proposer agrees to be legally bound by these terms and conditions.

The Agreement will consist of the Exhibit A - Scope of Work; Exhibit B - Acknowledgment and the Proposers Proposal agreed upon by the Division, upon which the award was based. This solicitation and all terms are hereby incorporated by reference. No additional documents submitted by a Proposer will be incorporated in the Agreement.

During the solicitation period, the Division may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

The General Contract Conditions to Respondents (PUR 1000, 2006 version) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR 1000 (General Contract Conditions) are not applicable:

- a) Paragraph 14, Transaction Fee;
- b) Paragraph 40, Prison rehabilitative Industries and Diversified Enterprises, Inc (PRIDE);
- c) Paragraph 41, Products Available from the Blind or Other Handicapped.

24) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Division reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified and experienced staff and can provide overall management facilities. The review may

also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Division determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experience personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Division has the right to reject the proposal.

25) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must follow the procedure outlined in section 120.57(3), Florida Statutes and file protests with the Division: **Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

26) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Contractor is considered a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. All contractors must e-verify the employment status of their employees and subcontractors to the extent permitted by federal law and regulation. The U.S. Department of Homeland Security website (e-verify) is available at: <http://www.dhs.gov>.

27) RESERVATIONS

The Division reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Division's official file, without obligation to the Division.

28) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the Proposer. Any conditions placed on any aspect of the RFP documents by the Proposer may result in their proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY PART OF THIS RFP OR THE ATTACHMENTS.** The only recognized changes to the RFP prior to proposal opening will be written addenda issued by the Division.

29) PROPOSAL FORMAT INSTRUCTIONS

This section contains instructions that describe the required format for the proposal. All proposals submitted shall be marked as follows:

TECHNICAL PROPOSAL NUMBER:

RFP-DEM-21-22-026 HURRICANE LOSS MITIGATION PROGRAM

(One Sealed Package for Technical)

30) TECHNICAL PROPOSAL (13 PAGES MAX)

The Proposer must submit one (1) original, four (3) copies and one (1) thumb drive that contain the Technical Proposal, which must be divided into the sections described below. The original must be labeled "Original" and must contain an original signature of the authorized official. Since the Division will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. Proposals shall contain the following:

- a) **Transmittal Letter** (Limit 1 Page). Each Proposer shall provide a transmittal letter signed by an authorized individual for the organization submitting the proposal to the Division in response to this RFP. The letter must include the following:
 1. RFP Number RFP-DEM-21-22-026: Hurricane Loss Mitigation Program
 2. Organization Name: Must be an eligible Proposer as defined in section 3;
 3. Project Title: A short title that adequately describes the project;
 4. Federal Tax ID Number: For organization classification purposes;
 5. Point of Contact Information: Name, title, address, telephone number, cell number (if applicable), and email address.
- b) **Table of Contents** (Not included in page count). Each proposal shall provide a table of contents which clearly indicates the page numbers for the required sections.
- c) **Executive Summary** (Limit 2 Page). The Proposers shall provide an Executive Summary to be written in non-technical language to include:
 1. Project Description – Description and purpose of the grant project;
 2. Capabilities and Qualifications – Description of the resources available throughout the project;
 3. Experience – Proposer's relative previous experience that the city or organization has had with the project and/or grant management;

4. Approach - Proposer's approach for accomplishing the services specified for grant's promotion, selection of the structure, contractor bidding, and quality control and compliance methods

d) **Project Team** (Limit 2 Pages). The Proposers shall:

1. Identification of Managers and Key Personnel – Identify who is on the project team;
2. Relevant Summary of Qualifications and Experience – Provide a summary of the Project Manager's qualifications and each team member's relevant experience as it relates to the Scope of Work;
3. Successful Completion of Grant Cycle – Identify and summarize a grant cycle experience where the project management team had successfully addressed all necessary requirements for completion.

e) **Work Plan** (Limit 3 Pages). A Work Plan shall be provided that describes how the Proposer will complete the Scope of Work as shown in Exhibit A. Detailed information should address the following:

1. Project Timeline – Identify and justify milestones and number of days to complete each respective milestone and projected date of completion, DEM report submission, deliverable dates, invoice dates and estimated project start and finish dates;
2. Team Member Responsibilities – Identify individual team members' work responsibilities, estimated time to complete the task and how the assignment relates to the project timeline;
3. Performance Measures/Meeting Schedule Deadline – Establish and discuss the methodology that will be used to measure performance and maintain schedules. Include identification of any equipment that is required to complete the Scope of Work.

f) **Need/ Justification/ Vulnerability** (5 Pages). The Proposers shall:

1. Identify Need – Clearly identify a demonstrated mitigation need and explain how this project will solve the need. To also include how many people will benefit from this need;
2. Vulnerability – Provide information and/or history on proposed area and residents, as they have been or are capable of being impacted;
3. Financial Need – Provide the use of income statistics to define a financial need;

4. Solution – Correlate the receiving of the grant to specific mitigation actions. Describe the proposal and how it will mitigate current conditions;
5. Short Term/Long Term Benefits – Define the short term and long term benefits to the community and the economic impacts at the state and local level. Describe the level of protection the project will provide and if it is accounting for future climate conditions (e.g. 50 year event, 100 year event, etc.).

g) **Exhibit B, Acknowledgement Form** (Not included in page count). Fully completed and executed Exhibit B, as attached to this RFP.

31) PRESENTING THE PROPOSAL

The proposal shall be limited to a page size of eight and one-half by eleven inches (8 ½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages (one page) comprising the proposal. Type size shall not be less than 10-point font. Proposals must be securely bound and clearly labeled. The proposal should be indexed and all pages sequentially numbered. It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form in an Appendix. The one (1) thumb drive should be labeled Technical Proposal with the RFP number, and the organization's name.

32) DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more proposals which are equal with respect to quality and service are received, the Division shall determine the order of award by giving a preference to Proposers whose response certifies the business has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the proposal for this preference.

33) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Division to make paper and electronic copies necessary for the use of Division staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, chapter 119, and Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public. The Division will own all outreach products developed under this proposal.

34) CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

The following subsection supplements section 19 of the PUR 1001. Unless exempted by law, all responses to this RFP are a public record subject to chapter 119, Florida Statutes. If a Respondent considers any portion of the documents, data or records submitted in its Proposal to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, a Respondent must: (1) clearly mark the confidential portions of its Proposal as "Confidential"; (2) simultaneously provide the Division with a separate Redacted Copy of its Proposal; and (3) briefly describe in a cover letter on the Redacted Copy the grounds for claiming an exemption from the public records law.

The Redacted Copy shall contain the Division's solicitation name, number and the Respondent's name on the cover and shall be clearly titled "Redacted Copy." The Respondent should only redact those portions of the Redacted Copy that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority. Each redaction must include the specific statutory citation for the claimed exemption.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as "Confidential" are responsive, the Division will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Division will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Division becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Division shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Division for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Respondent fails to mark any exempt material as "Confidential", or fails to submit a Redacted Copy of the information it claims is confidential, the Division is authorized to produce, in its entirety, all documents, data or records submitted to the Division in answer to a public records request for these records.

35) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Division or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract any articles or services.

36) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX or E-MAIL)

**RFP-DEM-21-22-026 Hurricane Loss Mitigation Program
Florida Division of Emergency Management
C/O Jenene Helms
2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100**

It is the Proposer's responsibility to assure that the proposal is delivered to the proper place on or before the Proposal Due date and time (See introduction section 11 Timeline of Events). Proposals which for any reason are not so delivered shall not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

37) MODIFICATIONS, RESUBMITTAL & WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the Proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

38) PROPOSAL OPENING

All proposal openings are open to the public. Proposals will be opened by the Division at the date, time and location in the Timeline of Events.

39) PROPOSAL EVALUATION PROCESS

An Evaluation Committee will be established to review and evaluate each proposal submitted in response to this Request for Proposal.

The Procurement Office will distribute to each member of the Evaluation Committee a copy of each technical proposal. The Evaluation Committee members will independently evaluate the proposals based on the evaluation categories established below, in order to assure that proposals are uniformly rated. The review of these categories will demonstrate the Proposer's understanding of the project, and highlight the qualifications, approach and capabilities in order to assure a quality product. Evaluation Committee members' scores for each proposal will be totaled and that total divided by the number of team members to obtain an average total score for each proposal. Proposers must attain an average score of **eighty-one (81) points or higher** on the Technical Proposal to be considered for an award. Should a Proposer receive fewer than eighty-one (81) points for their Technical Proposal score, the Technical Proposal will not receive any further consideration.

The following "up to" point system is established for scoring the technical proposals:

Evaluation Categories and Point Value (up to 113 points):

- a) Transmittal Letter: 2 Points
- b) Executive Summary: 8 Points
- c) Project Team: 8 Points
- d) Work Plan 30 Points
- e) Need/Justification 65 Points

41) POSTING OF INTENDED AWARD

The Division's decision will be posted on the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) at: <https://vendor.myfloridamarketplace.com/> on date and time in the Timeline of Events, and will remain posted for a period of seventy-two (72) hours. Any person who is adversely affected by the contents of this Request for Proposal must follow the procedure outlined in section 120.57(3), Florida Statutes and file protests with the Division: **Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

42) REQUEST TO WITHDRAW PROPOSAL

Requests for withdrawal will be considered if received by the Division, in writing, within seventy-two (72) hours after the proposal opening time and date. Requests received in accordance with this provision will be granted by the Division upon proof of the impossibility to perform based upon obvious error on the part of the Proposer.

43) AWARD OF THE AGREEMENT

Services will be authorized to begin when the Proposer receives a State-Funded Grant Agreement executed by both parties, indicating the encumbrance of funds and award of the agreement.

45) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- a) Exhibit A, Scope of Work
- b) Exhibit B, Acknowledgement
- c) Exhibit C Evaluation Worksheet
- d) Exhibit D, Drug-Free Workplace Program Certification
- e) Exhibit E, Property Information Sheet (Sample)
- f) Exhibit F, State-Funded Grant Agreement

46) PUBLIC RECORDS

If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Florida Division of Emergency Management, (850) 815-7671, records@em.myflorida.com, 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

47) COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

48) PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

This is a standard form from the Department of Management Services that the Division is required to include in all formal solicitations. PUR 1001, General Instructions to Respondents, are incorporated by reference and provided at:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following sections of the PUR 1001 (General Instructions) are not applicable:

- a) Section 3 - Electronic Submission of Proposals: Proposals shall be submitted in accordance with the instructions in this solicitation
- b) Section 4 – Terms and Conditions: Section 28 will supersede
- c) Section 5 - Questions: Section 17 will supersede

EXHIBIT A
SCOPE OF WORK AND BUDGET
RFP-DEM-21-22-026
HURRICANE LOSS MITIGATION PROGRAM

HISTORICAL BACKGROUND

In 1993, the Legislature created the Florida Hurricane Catastrophe Fund (“Cat Fund”). Codified in section 215.555, Florida Statutes, the Cat Fund: (1) provides a form of reinsurance for residential property insurers; and, (2) authorizes the expenditure of certain moneys to support programs that mitigate hurricane losses.

Section 215.555 requires that each insurance company pay premiums into the Cat Fund; those premiums are calculated based on actual catastrophic exposure. Initially, the Cat Fund collected from both “Participants” and “Non-Participants.” The term “Participants” refers to insurers who provide residential policies and small business commercial policies covering structures and contents; the term “Non-Participants” refers to insurers who provide property and casualty coverage. The latter is broader than the former; and, the former falls under the broader category of the latter. In other words, “Non-Participant” coverage includes “Participant” coverage; but, “Non-Participant” coverage also includes other types of insurance.

The State Board of Administration oversees the Cat Fund, which qualifies as a trust fund under state law.

In 1994, the Internal Revenue Service (“IRS”) issued a letter addressing the status of the Cat Fund for Federal income tax purposes. Recognizing that Participant contributions to the Cat Fund make the Fund look like a taxable, reinsurance program, the IRS nonetheless concluded that revenue earned by the Cat Fund qualifies as tax-exempt. In reaching this conclusion, the IRS focused on two, key components of the program: (1) the Non-Participant contributions; and, (2) the fact that the “State will appropriate moneys from the Fund each year and expend such moneys for specified purposes which are unrelated to its obligations under the Contracts.” Thus, in finding the Cat Fund tax exempt, the IRS relied at least in part on the mandatory use of some Cat Fund moneys for the public purpose of hurricane loss mitigation.

For fiscal year 1997-1998, the Legislature appropriated the \$10 million from the Cat Fund and split that appropriation into three categories: \$4.1 million to match grants from the Federal Emergency Management Agency; \$3.1 million going to the Residential Construction Mitigation Program under the Department of Community Affairs; and, \$2.8 million for sand dune restoration.

Citing policy considerations, Governor Chiles vetoed the \$2.8 million appropriation for sand dune restoration. In his veto message, Governor Chiles stated that “[f]unding of these projects from these funds would set the wrong precedent; these funds should be for the purpose of enhancing residential mitigation.”

Despite the IRS' reliance on Florida's assertion that it would annually appropriate at least \$10 million in Cat Fund moneys for hurricane loss mitigation programs, Governor Chiles' decision to veto the sand dune appropriation reduced that year's overall mitigation appropriation down to \$7.2 million.

In 1999, the Florida Legislature passed the "Bill Williams Residential Safety and Preparedness Act" ("the Act"). With an effective date of July 1, 2000, the Act created the Hurricane Loss Mitigation Program ("HLMP") as outlined in section 215.559, Florida Statutes.

The House of Representatives staff analysis describes the purpose of the Act as follows: "This bill creates the Hurricane Loss Mitigation Clearing Trust Fund ("HLMCTF") to receive transfers from the Florida Hurricane Catastrophe Fund ("Cat Fund") to provide funding for hurricane mitigation programs." Addressing the concern that another line item veto could threaten the tax exempt status of the Cat Fund, the analysis goes on to state: "The creation of the HLMCTF assures that the \$10 million will be appropriated from the Cat Fund, thus making it less likely that a line item veto will jeopardize the tax exempt status of the Cat Fund."

PRESENT SITUATION

Currently, the Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management ("Division") for the Division to administer the HLMP. By statute, that \$10 million is allocated as follows:

- \$3.5 million "to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster."
- \$3 million "to retrofit existing facilities used as public hurricane shelters"
- \$2.8 million "to inspect and improve tie-downs for mobile homes"
- \$700,000 "to the Florida International University center dedicated to hurricane research"

Previously, the Division allocated \$3.5 million for the Residential Construction Mitigation Program ("RCMP"), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division expanded the \$3.5 million HLMP appropriation beyond the original scope of the RCMP, which excluded non-residential structures. The Division allocates \$3.5 million for any construction mitigation efforts that will "prevent or reduce losses or reduce the cost of rebuilding after a disaster" – provided that the construction:

- Involves a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-21-22-026 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management's (Division) Project Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A project with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin construction. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding in order to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at

any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

Task 1 (Identification and inspection): The Recipient shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspection shall be completed using the state standard “Uniform Mitigation Verification Inspection Form”. The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

- a) An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
- b) An estimate of the roof square footage;
- c) An estimate of the square footage of windows and doors;
- d) An indication whether the home has gable end reinforcement;
- e) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

Task 2 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each project approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the Uniform Mitigation Verification Inspection Form and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient’s procurement policy.

Task 3 (Submission of the PIS): The Recipient shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. The Recipient will provide all the requested information for each structure, to include color photographs. Cost estimates for each project component must be provided by the selected contractor. The electronic PIS will be provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient shall identify whether:

- a) the structure is on grade or not;
- b) any unpermitted work has occurred at the structure; and,
- c) if any outstanding liens or judgments are attached to the structure or its underlying property.

For all structures completing wind retrofit activities, the PIS must also identify and provide protection on any other opening such as vents, louvers, AC units, exhaust fans,

machinery tie downs or other, as applicable based on existing conditions assessment. All installations shall be in strict compliance with the Florida Building Code or Miami Dade specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify the protection according to the manufacture specifications or local advice. The project shall provide protection against the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

For all project types, PIS must be completed to reflect all necessary activities to accomplish the mitigation and reach the required level of protection established by each locality.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Task 5 (Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and project management expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Project management expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

DELIVERABLES:

Deliverable 1 (Identification and inspection): The Recipient will provide to the Division a copy of the Uniform Mitigation Verification Inspection Form and any additional information provided by the certified mitigation inspector or building official.

Due Date: Initial PIS are due within one hundred and twenty (120) days of the contract execution date. Projects and properties may be added and removed through April 15, 2023.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and expenses associated with project identification, plan development, and inspection services.

Deliverable 2 (Scope of work development): Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and HLMP Project Number;
- b) Property Owner's Name;
- c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;
- d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen (14) days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) associated with the approved Project's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 3 (Submission of the PIS): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial PIS. All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an

email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within one hundred and twenty (120) days of the final contract execution date. Recipient requested addition or deletion of properties is due by April 15, 2023.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with project identification, plan development, completion, and submission of the initial Division's PIS.

Deliverable 4 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice, to include;
 - The Period of Performance;
 - A breakdown of material and labor cost;
 - Description of Work Performed; and,
 - Payment amount requested for reimbursement.
- b) Request for Reimbursement;
 - Signed and dated Summary Page with relevant Detail Pages;
 - Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;
 - d. Exact mitigation measure completed; and,
 - e. Amount requested for each mitigation measure,
 - Copies of Canceled Checks or Electronic Funds Payment Verification;
 - Quarterly Report; and,
 - Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 5 (Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package digital media device that will include the following:

- a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
 - The project is 100% complete;
 - Scope of Work for each structure has been completed; and,
 - All relevant building Codes and Standards have been satisfied.
- b) A digital media device that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
 - Approved PIS;
 - Scope of Work;
 - Color Photographs, in digital format, documenting mitigation work (pre and post);
 - Building Permit;
 - Post-Inspection Reports/Certificates of Completion for each structure;
 - Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
 - All applicable Lien Waivers.
- c) An Electronic Spreadsheet to include:
 - Homeowner's Name;
 - Homeowner's Address;
 - Pre and Post Inspection Dates;
 - Retrofit Measures Completed; and,
 - Retrofit Cost;

Due Date: A request for closeout is to be received by the Division on or before June 15, 2023.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The **"Final Reimbursement Request"** must be submitted by August 15, 2023.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2023.
Deliverable 2: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 3: Submission of the PIS	No later than 120 days post contract execution.	
Deliverable 4: Construction	To be completed by June 1, 2023.	Completion of all mitigation retrofit work.
Deliverable 4: Final Invoice	No later than August 15, 2023.	Cannot be released until the Division receives recommendation to close out the project by the Technical Unit.
Deliverable 5: Final Inspection	No later than June 15, 2023.	

Budget: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

This is HLMP Project Number DEM-HL000, Recipient Vendor Name. The Period of Performance for this project shall start upon contract execution and ends June 30, 2023.

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	\$15,000
Construction Expenses	\$179,000
Totals	\$194,000

**EXHIBIT B
ACKNOWLEDGEMENT
RFP-DEM-21-22-026
HURRICANE LOSS MITIGATION PROGRAM**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID #: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone Number: _____ E-Mail Address: _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

Contract Point of Contact

Name: _____ Title: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone Number: _____ E-Mail Address: _____

Remittance for Payments:

Recipient: _____

Address: _____

City: _____ State: _____

NOTE: In submitting a response, the Proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

EXHIBIT C SCORESHEET RFP-DEM-21-22-026 HURRICANE LOSS MITIGATION PROGRAM		Total Points Earned
Evaluator Name:		
Name of Proposer:		
Transmittal Letter - Up to 2 Points		
<u>Required Information:</u> Proposer includes the following information: RFP Number, Organization Name: Must be an eligible Proposer as defined in section 3, Project Title: A short title that adequately describes the project, Federal Tax ID Number, and Point of Contact Information: Name, title, address, telephone number, cell number, (if applicable), and email address.		0/1
<u>Signature by Authorized Official:</u> Proposer includes signature of authorized city or organization official.		0/1
		___ of 2
Executive Summary – Up to 8 Points		
<u>Project Description:</u> Proposer includes brief description and purpose of the grant project.		0/2
<u>Capabilities and Qualifications:</u> Proposer includes brief descriptions of the resources available to them throughout the project.		0/2

<u>Experience:</u> Proposer explains the history of experience that the city or organization has had with project and/or grant management.	0/2
<u>Approach:</u> Proposer provides approaches for grant's promotion, selection of the structure, contractor bidding, and quality control and compliance methods.	0/2
	___ of 8
Project Team – Up to 8 Points	
<u>Identification of Managers and Key Personnel:</u> Proposer identifies the Project Manager and key personnel on the Proposer's project team.	0/2
<u>Relevant Summary of Qualifications and Experience:</u> Proposer provides a summary of the Project Manager's qualifications and each team member's relevant experience as it relates to the Scope of Work.	0/2/3
<u>Successful Completion of a Grant Cycle:</u> Proposer identifies and summarizes a grant cycle experience where they had successfully completed all necessary requirements for completion.	0/2/3
	___ of 8
Work Plan – Up to 30 Points	
<u>Project Timeline:</u> Proposer identifies and justifies milestones and number of days to complete each respective milestone and projected date of completion, DEM report submission, deliverable dates, invoice dates and estimated project start and finish dates.	0/10/15

<u>Team Member's Responsibilities:</u> Proposer identifies individual team members' work responsibilities, estimated time to complete the task and how the assignment relates to the project timeline.	0/5
<u>Performance Measures/Meeting Scheduled Deadline:</u> Proposer establishes and discusses the methodology that will be used to measure performance and maintain schedules.	0/5/10
	____ of 30
Needs/Justification – Up to 65 Points	
<u>Identify Need:</u> Proposer clearly identifies a demonstrated mitigation need and how many people will benefit.	0/10/15
<u>Vulnerability:</u> Proposer provides information and/or history on proposed area and residents, as they have been or are capable of being impacted.	0/10/15
<u>Financial Need:</u> Proposers use income statistics to define a financial need.	0/5
<u>Solution:</u> Proposer correlates the receiving of the grant to specific mitigation actions. Describe the proposal and how it will mitigate current conditions.	0/10/15

<u>Short term/ Long term Benefits:</u> Proposer defines short term and long-term benefits to the community, and economic impacts at the state and local level. Describe the level of protection the project will provide and if it is accounting for future climate conditions (e.g. 50-year event, 1400-year event, etc.)	0/10/15
	___ of 65
Total Score	___ of 113

EXHIBIT D

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are received from respondents which are both certified minority businesses (as set forth above), and which are equal with respect to price , quality and service, the proposal 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:

- A. 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.
- B. 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
- D. In the statement specified in subsection A, 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, F.S., 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.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDORS SIGNATURE

DATE

EXHIBIT E

IMPORTANT: PLEASE FILL OUT THIS WORKSHEET COMPLETELY.
A SEPARATE WORKSHEET IS REQUIRED FOR EACH STRUCTURE TO BE WIND RETROFITTED.

HLMP PIS

HLMP MITIGATION ACTIVITIES WILL INCLUDE:

- Opening protection activities; including shutters and Impact Resistant Glass.
- Load Path activities; including strapping, clips and gable end reinforcement.
- Roofing activities, including sheathing, fastening, secondary water barrier and roof ventilation reinforcement.

The following conditions have been verified: The residence is a site built, all improvements were permitted, primary residence of homeowner, and any outstanding liens or judgements have been satisfied.

PROJECT GENERAL INFORMATION

1	DATE	
2	HLMP PROJECT NUMBER	
3	PROPERTY ID NUMBER	
4	RECIPIENT NAME	
5	PIS STATUS :	
6	POINT OF CONTACT	NAME:
	ADDRESS	
	CITY	FL
	ZIP CODE	
	PHONE NUMBER	
	EMAIL	

STRUCTURE GENERAL INFORMATION

7	HOMEOWNER NAME	
8	PROPERTY ADDRESS	
9	CITY AND ZIP	FL
10	COUNTY	
11	PROPERTY TAX ID NUMBER	

MITIGATION

12	MITIGATION TYPE (Please select below each one of the activities that will take place) (If doing opening protection, please select from the following options:)	
13	<div> <div> <div>OPENING PROTECTION (exterior openings i.e. windows and doors)</div> <div>LOAD PATH (roof to wall connectors, straps, gable end)</div> <div>ROOF (decking, and fasteners)</div> </div> <div> <div>IMPACT RESISTANT GLASS (hurricane windows meeting ASTM code)</div> <div>SHUTTERS (meeting ASTM code)</div> <div>COMBINATION (both windows and shutters on different openings meeting the above criteria)</div> </div> </div>	

**Official Use Only* (answers on page 3 will populate a total project cost)*

14	MITIGATION PROJECT COST (total estimated)	
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REV 10 1/03/20

STRUCTURE INFORMATION		
15	YEAR BUILT	
16	WHAT IS THE TOTAL SIZE OF THE BUILDING? (SF)	
Note: The total size consists of the heated area, including finished and unfinished basements, and the entire living space; however, it does not include porches, garages, or other outside areas.		
17	BUILDING REPLACEMENT VALUE	
18	TYPE OF CONSTRUCTION (Please select one below):	
	WOOD	Comments:
	MASONRY	Comments:
	CONCRETE BLOCK	Comments:
19	TYPE OF BUILDING (Please select one below)	
	SINGLE FAMILY	Comments:
	MULTI-FAMILY	Comments:
20	NUMBER OF STORIES ABOVE GRADE	
PRE-MITIGATION CONDITIONS		
It is important that you select to the best of your ability one option from drop down menu for each one of the following questions:		
21	DOES THE PROPERTY HAVE ANY EXISTING OPENING PROTECTION?	
	If upgrading existing opening protection, please explain: Installing Impact resistant glass, replace existing shutters.	
22	IF THE PROPERTY HAS A GARAGE DOOR, SELECT THE CONDITION	
23	WHAT IS THE EXISTING ROOF TYPE OF THE PROPERTY?	
24	IF THE PROPERTY HAS CONCRETE BLOCK WALLS, ARE THEY REINFORCED?	
25	DOES THE PROPERTY HAVE A ROOF SECONDARY WATER BARRIER?	
26	WHAT IS THE EXISTING ROOF TO WALL CONNECTION?	
27	WHAT ARE THE EXISTING ROOF DECKING FASTENERS?	
POST-MITIGATION CONDITIONS		
28	ARE YOU INSTALLING OPENING PROTECTION? (exterior openings i.e. windows and doors)	
29	SELECT THE GARAGE DOOR CONDITION AFTER MITIGATION	
30	WHAT WOULD BE THE ROOF TYPE OF THE PROPERTY AFTER MITIGATION	
31	WOULD THE CONCRETE WALLS BE REINFORCED?	
32	ARE YOU INSTALLING A ROOF SECONDARY WATER BARRIER?	
33	WHAT WOULD THE ROOF TO WALL CONNECTIONS BE AFTER MITIGATION?	
34	WHAT WOULD THE ROOF DECKING FASTENERS BE AFTER MITIGATION?	
35	Additional Comments:	
Official Use Only		
36	BCA PROPERTY RATIO	

COST CONTROL MEASURES		
37	WAS THERE ANY PREVIOUS MITIGATION FUNDED BY HLMP GRANT?	
38	ESTIMATED VALUE OF MITIGATION FUNDED FROM ADDITIONAL SOURCE?	
if completing OPENING PROTECTION activities, please answer the following questions:		
39	WHAT IS THE TOTAL SQUARE FOOTAGE OF NEW SHUTTERS:	
40	WHAT IS THE ESTIMATED COST OF NEW SHUTTERS	
41	WHAT IS THE TOTAL NUMBER OF OPENINGS WITH IMPACT RESISTANT GLASS?	
42	WHAT IS THE ESTIMATED COST OF OPENINGS WITH NEW IMPACT RESISTANT GLASS?	
43	ARE YOU INSTALLING ANY EXTERIOR IMPACT RESISTANT DOORS?	
44	HOW MANY EXTERIOR IMPACT RESISTANT DOORS ARE YOU INSTALLING?	
	A) SINGLE EXTERIOR DOOR(S) DOUBLE DOOR(S) SLIDING GLASS DOOR(S)	
45	WHAT IS THE ESTIMATED COST OF NEW EXTERIOR IMPACT RESISTANT DOORS?	
	A) SINGLE EXTERIOR DOOR(S) DOUBLE DOOR(S) SLIDING GLASS DOOR(S)	
46	ARE YOU INSTALLING A NEW GARAGE DOOR?	
47	HOW MANY GARAGE DOORS ARE YOU INSTALLING?	
48	WHAT IS THE ESTIMATED COST OF NEW GARAGE DOORS?	
49	TOTAL ESTIMATED COST FOR OPENING PROTECTION ACTIVITIES	
if completing LOAD PATH activities, please answer the following questions:		
50	TYPE OF CONNECTORS BEING USED?	
51	HOW MANY CONNECTORS ARE YOU INSTALLING (Appendix)	
52	WHAT IS THE ESTIMATED COST OF NEW ROOF TO WALL CONNECTORS?	
53	ARE YOU DOING GABLE END REINFORCEMENT?	
54	NUMBER OF GABLE ENDS BEING REINFORCED?	
55	WHAT IS THE ESTIMATED COST OF NEW GABLE END REINFORCEMENT?	
56	TOTAL ESTIMATED COST FOR LOAD PATH ACTIVITIES	
if completing ROOF activities, please answer the following questions:		
57	WHAT IS THE TOTAL SQUARE FOOTAGE OF THE ROOF?	
58	IS THERE ANY EVIDENCE OF ROOF DECKING NEEDING REPLACEMENT?	
59	WHAT IS THE APPROXIMATE SQUARE FOOTAGE OF DECKING TO BE REPLACED?	
60	WHAT IS THE ESTIMATED COST OF NEW ROOF DECKING?	
61	IS THERE AN ADDITIONAL COST FOR THE ROOF SECONDARY WATER BARRIER?	
62	WHAT IS THE ESTIMATED ADDITIONAL COST OF NEW ROOF SECONDARY WATER BARRIER?	
63	ARE YOU REPAIRING OR REPLACING THE ROOF COVERING?	
64	WHAT IS THE TOTAL SQUARE FOOTAGE OF NEW ROOF COVERING REPLACEMENT?	
65	WHAT IS THE ESTIMATED COST OF NEW ROOF COVERING?	
66	TOTAL ESTIMATED COST FOR ROOF ACTIVITIES	
if completing ANY OTHER mitigation activities will take place, please list them and quantities below (gable end louvers, vent protection, etc.):		
67	Activity 1:	
68	Activity 2:	
69	Activity 3:	
70	Activity 4:	
71	TOTAL ESTIMATED COST FOR ANY OTHER ACTIVITIES	

Exhibit F

Agreement Number:

Project Number:

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and _____, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Telephone:

Fax:

Email:

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Telephone:

Fax:

Email:

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on _____, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is _____.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.001, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to

keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail, return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any

other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

In addition, the Recipient shall send to the Division (by mail or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

SAMPLE

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: _____

Catalog of State Financial Assistance number: _____

Amount of State Funding: _____

SAMPLE

Attachment A
Budget and Scope of Work

SCOPE OF WORK MUST BE APPROVED BY LEGAL PRIOR TO SENDING EACH AGREEMENT
TO THE RECIPIENT

SAMPLE

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities and contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Windstorm loss mitigation; Requirements for Roofs and Opening Protection

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no President Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts, a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they

be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age of with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts, affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. Sections 7321-7326 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including

requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS), which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects on such properties.
 - (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.
 - (4) When any of the Recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for**

Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4501-4504) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (u) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 54 U.S.C. 3125
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-7, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1351-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HURRICANE LOSS MITIGATION PROGRAM FUNDS**

RECIPIENT NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____ Project Number: HLMP-20XX-000

PAYMENT No: _____

DEM Agreement No: XXRC-00-00-00-00-XXX

Eligible Amount 100%	Obligated Federal ____%	Obligated HLMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

<p>_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT</p>	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need

for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: _____

Project Number: HLMP20XX-000

PROJECT LOCATION: _____

DEM ID #: XX-RC-00-00-00-00-XXX

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts in each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable CMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

By: _____
Signature _____ Recipient's Name _____

Name and Title _____ DEM Contract Number _____

Street Address _____ Project Number _____

City, State, Zip _____

Date _____

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2022-052 AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN 2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

Summary

This resolution provides for the execution of the Interlocal Agreement between the City of Lauderdale Lakes and Broward County for distribution of gas taxes from the one cent (\$.01) additional option gas tax.

Staff Recommendation

Background:

This resolution provides for the execution of the Interlocal Agreement between the City of Lauderdale Lakes and Broward County for distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreement also provides for the population numbers to be revised annually using the most current published figures. The City's share of the proceeds is 0.491577% of the 26.00% received by the County from the one cent (\$.01) additional option gas tax. Staff recommends that the City Commission accept and approve the distribution for the one cent (\$.01) additional local gas tax option.

The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds from one cent of gas tax, commonly called the "Fifth Cent". This amendment includes adjustments to each City's percentage share based on updated population figures.

Proceeds from the distribution is available to municipalities through grant agreements for Community Shuttle Services.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Asheley Hepburn MPA, Director, Financial Services Department

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-052 - 1 Cent Local Option Gas Tax	Resolution
❑ Exhibit A - Interlocal Agreement	Exhibit

1 RESOLUTION 2022-052

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA
4 AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE
5 AND ATTEST, RESPECTIVELY, THAT CERTAIN 2022 AMENDMENT TO INTERLOCAL
6 AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS
7 FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX
8 ON MOTOR FUEL FOR TRANSIT, A COPY OF WHICH IS ATTACHED HERETO AS
9 **EXHIBIT A**, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF
10 THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
11 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

12
13 WHEREAS, Broward County (the "County") has adopted an ordinance imposing a fifth-
14 cent local option gas tax on every gallon of motor fuel sold in the County (the "transit gas tax"),
15 pursuant to authority contained in Section 336.025(1)(b), Florida Statutes;

16 WHEREAS, the City of Lauderdale Lakes ("City") and the County previously entered into
17 an Interlocal Agreement ("Interlocal Agreement") providing for the division of the fifth-cent
18 transit gas tax between the City and the County;

19 WHEREAS, proceeds from the distribution are available to municipalities through certain
20 grant agreements by and between the City and County providing for Community Shuttle Services;
21 and

22 WHEREAS, an annual adjustment to the Interlocal Agreement is required to reflect the
23 City's current percentage share of the local option transit gas tax based on an updated population
24 figure as published by the University of Florida Bureau of Economics and Business Research. A
25 copy of the "2022 Amendment to Interlocal Agreement Providing for Division and Distribution of
26 the Proceeds from the Broward County Additional Fifth-Cent Local Option Gas Tax on Motor Fuel
27 for Transit" is attached hereto as **Exhibit A**.

1 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
2 LAUDERDALE LAKES, as follows:

3 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
4 confirmed as being true, and the same are hereby incorporated by reference and made a specific
5 part of this Resolution.

6 **SECTION 2.** AUTHORITY: The City Commission hereby approves and adopts the 2022
7 Amendment to the Interlocal Agreement in substantially the form as attached hereto as **Exhibit A**
8 and incorporated herein by reference. The Mayor, the City Manager, and the City Clerk are
9 hereby authorized and directed to execute and attest, respectively, that certain 2022
10 Amendment to Interlocal Agreement Providing for Division and Distribution of the Proceeds from
11 the Broward County Additional Fifth-Cent Local Option Gas Tax on Motor Fuel for Transit in
12 substantially the form as attached hereto as **Exhibit A.**

13 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
14 Manager, is hereby authorized to obtain five (5) fully executed copies of the subject Agreement,
15 with one to be maintained by the City; with three to be delivered to Broward County, and with
16 one to be directed to the Office of City Attorney.

17
18 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
19
20
21
22

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Director of Financial Services

VOTE:

Mayor Hazelle Rogers	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Marilyn Davis	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Beverly Williams	_____ (For)	_____ (Against)	_____ (Other)

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

This 2022 Amendment to Interlocal Agreement ("2022 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (each a "Municipality" and, collectively "Municipalities") County and Municipalities are collectively referred to as the "Parties."

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement").

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures").

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the County as follows:

Population of Each Eligible Municipality

Total County Incorporated Area X 26.0000%
Population

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Coconut Creek	57,871	0.776273%
Cooper City	34,397	0.461396%
Coral Springs	134,558	1.804940%
Dania Beach	31,837	0.427057%
Davie	106,199	1.424537%
Deerfield Beach	87,106	1.168426%
Fort Lauderdale	186,076	2.495994%
Hallandale Beach	41,157	0.552074%
Hillsboro Beach	1,986	0.026640%
Hollywood	153,854	2.063774%
Lauderdale-by-the-Sea	6,203	0.083206%
Lauderdale Lakes	36,647	0.491577%
Lauderhill	74,538	0.999841%
Lazy Lake	33	0.000442%
Lighthouse Point	10,499	0.140832%
Margate	58,714	0.787580%
Miramar	136,007	1.824377%
North Lauderdale	44,855	0.601678%
Oakland Park	44,296	0.594180%
Parkland	35,440	0.475387%
Pembroke Park	6,222	0.083461%
Pembroke Pines	170,857	2.291849%
Plantation	92,628	1.242498%
Pompano Beach	113,144	1.517696%
Sea Ranch Lakes	535	0.007176%
Southwest Ranches	7,675	0.102951%
Sunrise	97,359	1.305958%
Tamarac	72,509	0.972624%
Weston	68,305	0.916233%
West Park	15,229	0.204279%
Wilton Manors	11,560	0.155064%
Total Incorporated	1,938,296	26.000000%

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Unincorporated Area	17,079	
Total County	1,955,375	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

5. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2022-053 AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN 2022 AMENDMENT TO INTERLOCAL AGREEMENT WITH BROWARD COUNTY, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

Summary

This resolution provides for the execution of the Interlocal Agreement between the City of Lauderdale Lakes and Broward County for distribution of gas taxes from the three cent (\$.03) additional option gas tax.

Staff Recommendation

Background:

This resolution provides for the execution of the Interlocal Agreement between the City of Lauderdale Lakes and Broward County for distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreement also provides for the population numbers to be revised annually using the most current published figures. The City's share of the proceeds is 0.969352% of the 51.27% received by the County from the three cent (\$.03) additional option gas tax.

Staff recommends that the City Commission accept and approve the distribution for the three cent (\$.03) additional local gas tax option.

The "Additional" local gas tax agreement levied in 1994 provides for Cities to receive 51.27% of the proceeds from the three cent (\$.03) of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Asheley Hepburn MPA, Director, Financial Services
Department

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2022-053 - 3 Cent Gas Tax Interlocal Agreement With Broward	Resolution
<input type="checkbox"/> Exhibit A - 3 Cent Gas Tax Interlocal Agreement Broward County	Exhibit

1 RESOLUTION 2022-053

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA
4 AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE
5 AND ATTEST, RESPECTIVELY, THAT CERTAIN 2022 AMENDMENT TO INTERLOCAL
6 AGREEMENT WITH BROWARD COUNTY, PROVIDING FOR DIVISION AND
7 DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
8 THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL, A DRAFT COPY OF WHICH IS
9 ATTACHED HERETO AS **EXHIBIT A**, AND A FACSIMILE COPY OF WHICH CAN BE
10 INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF
11 RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN
12 EFFECTIVE DATE.
13

14 WHEREAS, Broward County (the "County") has adopted an ordinance imposing a three
15 cent (\$.03) local option tax on motor fuel, pursuant to authority contained in Section
16 336.025(1)(b), Florida Statutes;

17 WHEREAS, the City of Lauderdale Lakes ("City") and the County previously entered into
18 an Interlocal Agreement ("Interlocal Agreement") providing for the division of the three cent
19 (\$.03) additional local option gas tax between the City and the County; and

20 WHEREAS, an annual adjustment to the Interlocal Agreement is required to reflect the
21 City's current percentage share of the local option gas tax based on an updated population figure
22 as published by the University of Florida Bureau of Economics and Business Research. A copy of
23 the "2022 Amendment to Interlocal Agreement with Broward County, Providing for Division and
24 Distribution of the Proceeds from the Broward County Additional Three-Cent Local Option Gas
25 Tax on Motor Fuel" is attached hereto as **Exhibit A**.

26 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
27 LAUDERDALE LAKES, as follows:

28 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
29 confirmed as being true, and the same are hereby incorporated by reference and made a specific

part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby approves and adopts the 2022 Amendment to the Interlocal Agreement in substantially the form as attached hereto as **Exhibit A** and incorporated herein by reference. The Mayor, the City Manager, and the City Clerk are hereby authorized and directed to execute and attest, respectively, that certain 2022 Amendment to Interlocal Agreement with Broward County, Providing for Division and Distribution of the Proceeds from the Broward County Additional Three-Cent Local Option Gas Tax on Motor Fuel in substantially the form as attached hereto as **Exhibit A**.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City Manager, is hereby authorized to obtain five (5) fully executed copies of the subject Agreement, with one to be maintained by the City; with three to be delivered to Broward County, and with one to be directed to the Office of City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Director of Financial Services

VOTE:

Mayor Hazelle Rogers	_____ (For) _____ (Against) _____ (Other)
Vice-Mayor Marilyn Davis	_____ (For) _____ (Against) _____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For) _____ (Against) _____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For) _____ (Against) _____ (Other)
Commissioner Beverly Williams	_____ (For) _____ (Against) _____ (Other)

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

This 2022 Amendment to Interlocal Agreement ("2022 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida, (each a "Municipality" and, collectively "Municipalities"). County and Municipalities are collectively referred to as the "Parties."

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement").

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures").

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:
2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent

local option fuel tax shall be divided among and distributed to the eligible municipalities within the County as follows:

$$\frac{\text{Population of Each Eligible Municipality}}{\text{Total County Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY23 Percent Share of Proceeds
Coconut Creek	1.530750%
Cooper City	0.909837%
Coral Springs	3.559203%
Dania Beach	0.842123%
Davie	2.809077%
Deerfield Beach	2.304047%
Fort Lauderdale	4.921909%
Hallandale Beach	1.088647%
Hillsboro Beach	0.052532%
Hollywood	4.069603%
Lauderdale-by-the-Sea	0.164076%
Lauderdale Lakes	0.969352%
Lauderhill	1.971610%
Lazy Lake	0.000870%
Lighthouse Point	0.277710%
Margate	1.553048%
Miramar	3.597530%
North Lauderdale	1.186463%
Oakland Park	1.171677%
Parkland	0.937426%
Pembroke Park	0.164579%
Pembroke Pines	4.519350%
Plantation	2.450110%
Pompano Beach	2.992780%
Sea Ranch Lakes	0.014151%
Southwest Ranches	0.203012%
Sunrise	2.575250%
Tamarac	1.917941%
Weston	1.806740%
West Park	0.402823%
Wilton Manors	0.305774%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the population figures are as follows:

Recipient	BEBR Population 4/1/21
Coconut Creek	57,871
Cooper City	34,397
Coral Springs	134,558
Dania Beach	31,837
Davie	106,199
Deerfield Beach	87,106
Fort Lauderdale	186,076
Hallandale Beach	41,157
Hillsboro Beach	1,986
Hollywood	153,854
Lauderdale-by-the-Sea	6,203
Lauderdale Lakes	36,647
Lauderhill	74,538
Lazy Lake	33
Lighthouse Point	10,499
Margate	58,714
Miramar	136,007
North Lauderdale	44,855
Oakland Park	44,296
Parkland	35,440
Pembroke Park	6,222
Pembroke Pines	170,857
Plantation	92,628
Pompano Beach	113,144
Sea Ranch Lakes	535
Southwest Ranches	7,675
Sunrise	97,359

Recipient	BEBR Population 4/1/21
Tamarac	72,509
Weston	68,305
West Park	15,229
Wilton Manors	11,560
Total Incorporated	1,938,296
Unincorporated Area	17,079
Total County	1,955,375

3. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

6. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

RESOLUTION 2022-054 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN SAFA CONSTRUCTION, LLC AND THE CITY OF LAUDERDALE LAKES ("CONTRACT"), IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND AND NO/100 (\$51,000.00) DOLLARS, PROVIDING FOR EMERGENCY REPAIR AND RESTORATION OF THAT CERTAIN STRUCTURAL SUPPORT COLUMN IN THE CITY'S OUTDOOR BASKETBALL COURT LOCATED AT THE CITY'S PUBLIC PARK FACILITY KNOWN AS THE VINCENT TORRES MEMORIAL PARK, PURSUANT TO ARTICLE XIII, SECTION 82-358(C) OF THE LAUDERDALE LAKES PROCUREMENT CODE (EMERGENCY PURCHASING)

Summary

This resolution authorizes emergency repairs to Vincent Torres Memorial Park utilizing the Contractor, Safa Construction, LLC as a single source proprietor, in an amount not to exceed \$51,000.

Staff Recommendation

Background:

The Vincent Torres Memorial Park has six (6) columns that supports the outdoor basketball court. One of the columns has vertical cracks starting at the top of the column to the base. Due to this damage, the structural strength of the column is unknown and poses a life safety threat. It is recommended that the column be repaired immediately to reduce the threat. City staff has made several unsuccessful attempts to engage Contractors to make the repairs, but there was one (1) estimate that was obtained. The Contractor, Safa Construction, LLC has submitted an estimate of \$46,000 to stabilize the column. However, a contingency in the amount of \$5,000 is requested for a total of \$51,000.

City staff is requesting to utilize this Contractor in accordance with the City's Procurement Code, Section 82-358(c), which allows emergency purchasing.

Funding Source:

General Fund, contingency.

Fiscal Impact:

There is a fiscal impact in the amount of \$51,000, which is available in the General Fund contingency. This action, the use of general fund contingency, requires city commission approval.

Sponsor Name/Department: Asheley A. Hepburn, Director, Financial Services and Ron Desbrunes, Director, Public Works

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-054 - Contract Award - Safa Construction, LLC	Resolution
❑ Exhibit A - Contract - Safa Construction, LLC	Exhibit

RESOLUTION 2022-054

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN SAFA CONSTRUCTION, LLC AND THE CITY OF LAUDERDALE LAKES ("CONTRACT"), IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND AND NO/100 (\$51,000.00) DOLLARS, PROVIDING FOR EMERGENCY REPAIR AND RESTORATION OF THAT CERTAIN STRUCTURAL SUPPORT COLUMN IN THE CITY'S OUTDOOR BASKETBALL COURT LOCATED AT THE CITY'S PUBLIC PARK FACILITY KNOWN AS THE VINCENT TORRES MEMORIAL PARK, PURSUANT TO ARTICLE XIII, SECTION 82-358(C) OF THE LAUDERDALE LAKES PROCUREMENT CODE (EMERGENCY PURCHASING); A COPY OF THE CONTRACT IS ATTACHED HERETO AS **EXHIBIT "A"**, A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes' ("City") Vincent Torres Memorial Park has six (6) columns that support the outdoor basketball court;

WHEREAS, one (1) of the columns has vertical creaks starting at the top of the column to the base of the column ("Damaged Column");

WHEREAS, the Damaged Column's structural integrity is unknown at this time and as such, the Damaged Column poses a threat to public health and safety;

WHEREAS, pursuant to Article XIII, SECTION 82-358(c)(2) of the Lauderdale Lakes Procurement Code, City Staff made several attempts to engage contractors to make the necessary repairs to the Damaged Column and were able to obtain an estimate from SAFA Construction, LLC ("Contractor") in an amount not to exceed Forty-Six Thousand and No/100 (\$46,000.00) Dollars, in addition to a contingency provision in an amount not to exceed Five Thousand and No/100 (\$5,000.00) Dollars. The total amount requested is Fifty-One Thousand and No/100 (\$51,000.00) Dollars;

1 WHEREAS, on April 28, 2022, the Contractor visited the basketball court at Vincent Torres
2 Memorial Park and observed the vertical creaks on the Damaged Column and provided the City
3 with its findings and the Damaged Column Proposal;

4 WHEREAS, based on the findings from the Contractor and threat to the public health and
5 safety, City Staff is requesting to utilize this Damaged Column Proposal in accordance with the
6 Lauderdale Lakes Procurement Code, Section 82-358(c), which provides for emergency
7 purchasing as an exclusion or exception to the bid and proposal requirements of the Procurement
8 Code;

9 WHEREAS, the City Manager and the Director of Public Works have deemed it to be in the
10 best interests of the City, given the emergency nature of the threat to public safety and health
11 that is caused by the Damaged Column, to utilize the Contract in accordance with the Lauderdale
12 Lakes Procurement Code, Section 82-358(c), which provides for emergency purchasing, in an
13 amount not to exceed Fifty-One Thousand and No/100 (\$51,000.00) Dollars. A copy of the
14 Contract is attached hereto as **Exhibit "A"**; and

15 WHEREAS, City Staff has determined that adequate funds are available in the General
16 Fund contingency for the current fiscal year.

17 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
18 LAUDERDALE LAKES AS FOLLOWS:

19 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
20 confirmed as being true, and the same are hereby made a part of this Resolution.

21 SECTION 2. AUTHORITY: The City Commission, in accordance with Article XIII, Section
22 82-358(c), hereby authorizes the City Mayor and City Clerk to executed and attest, respectively,

1 the Contract agreement between the City of Lauderdale Lakes and SAFA Construction, LLC in
2 accordance with the terms and conditions of that Contract, which shall include the agreed upon
3 price of \$46,000.00, contingency in an amount not to exceed \$5,000.00, and the scope of work
4 to be in substantial form as set forth in the Contract attached hereto as **Exhibit "A"**, and
5 incorporated herein by reference.

6 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
7 Manager, is hereby authorized to obtain three (3) fully executed copies of the subject agreement,
8 with one (1) to be maintained by the City, with one (1) to be delivered to SAFA Construction, LLC,
9 and with one (1) to be directed to the Office of City Attorney.

10
11 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
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22

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Director, Financial Services and Ron Desbrunes, Director,
Public Works

VOTE:

Mayor Hazelle Rogers	_____ (For) _____ (Against) _____ (Other)
Vice-Mayor Marilyn Davis	_____ (For) _____ (Against) _____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For) _____ (Against) _____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For) _____ (Against) _____ (Other)
Commissioner Beverly Williams	_____ (For) _____ (Against) _____ (Other)



4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL 954.535.2700 / FAX 954.535.1892
www.lauderdalelakes.org

CONSTRUCTION CONTRACT AGREEMENT EMERGENCY REPAIR AND RESTORATION AT VINCENT TORRES MEMORIAL PARK

THIS AGREEMENT is made and entered into as of this 24th day of May, 2022, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and SAFA CONSTRUCTION, LLC, (CONTRACTOR), (Parties), whose Federal I.D. Number is 87-2712692.

WHEREAS, the CITY desires to retain a CONTRACTOR for the emergency repair and restoration of that certain structural support column to the City's outdoor basketball court located at Vincent Torres Memorial Park, utilizing the Contractor Safa Construction, LLC as a single source proprietor, and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the emergency Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 Change Order - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 CITY - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 Contractor - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 Contract Documents - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 Drawings - The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite - Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement (Exhibit A)
- (2) Insurance certificate(s)
- (3) CONTRACTOR's Price Estimate (Exhibit B)
- (4) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit C).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Commission (or designee).
- b. Exhibit A. This Agreement May 24, 2022.
- c. Exhibit B. CONTRACTOR's Price Estimate
- d. Exhibit C. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of

progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to **Fifty-One Thousand Dollars And 0/100 \$51,000.00** as full compensation for this Project only. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/ or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. 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.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all

applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license 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.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:

CONTRACTOR shall provide CITY, its consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.

CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence of any Hazardous Substance located, transported, or present on, under, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties.

which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of \$10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents.

Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds: (N/A)

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment: (N/A)

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety: (N/A)

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has

been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable to the CITY. 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 canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:

\$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

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

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES: TESTS AND INSPECTIONS: CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two

(2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

9.6 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from

CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:

The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

- (a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- (b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

- (1) Faulty or defective work and latent defects discovered after acceptance.
- (2) Failure of the work to comply with the requirements of the contract documents.
- (3) Terms of special warranties required by those contract documents.
- (4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the

CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

FOR CITY

Attn: Project Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Email: mmnasir@lauderdalelakes.org

FOR CITY

Financial Services Department
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

FOR CONTRACTOR

Attn: MD Shahinur Rahman
Safa Construction, LLC.
11186 SW 17th MNR
Davie, FL 33324
Email: md.rahman@safaconstruction.net

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of \$1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to \$1,000.00.

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 \$1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in any way to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2022.

SAFA CONSTRUCTION, LLC.

Corporate Seal

Witness

Authorized Name, Title

As to the CITY on the _____ day of _____, 2022.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Hazelle Rogers, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE



SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

May 12, 2022

Robin Soodeen

City of Lauderdale Lake

Assistant Director of Public Works

4300 NW 36th St

Lauderdale Lakes, FL 33319

RE: 36 INCH CONCRETE COLUMN RESTORATION FOR CITY OF LAUDERDALE LAKES

Dear Soodeen:

SAFA Construction, LLC ("SAFA") is pleased to submit this letter of agreement (the "Agreement") to the City of Lauderdale Lakes ("Client") for the restoration of the 36" concrete column in the indoor basketball court. The proposed lump sum price proposal will be provided in accordance with the terms and conditions set forth herein.

PROJECT FINDINGS

Based on the site visit on 4/28/2022, our findings are as follows:

- 1) The roof is supported by six (6) columns.
- 2) One of the Columns (North-West) has an issue, and all five look good.
- 3) Loads area seems to be uniform for four (4) corner columns.
- 4) The roof is rested on the top of the Colum by a base plate.
- 5) Vertical Creaks were observed on the top head of the Colum.
- 6) Creaks penetrated under the base plate.
- 7) The Colum could make of reinforced concrete or steel I-beam. (Assumption- no as-built found)

PROJECT UNDERSTANDING

We understand that the City of Lauderdale Lakes needs to restore the column. One of the options is to Provide a circular steel tube around the column from top to bottom and fill inside with concrete. The steel tube should be a minimum of half-inch thick and meet ASTM A252 Grade 2 or similar specifications. High-strength concrete could be used to fill up the space in between existing concrete column and steel tube. However, based on current research, it will get at least four weeks to get High-strength concrete.

SCOPE OF SERVICES

SAFA Construction will restore the concrete column by wearing the steel jacket around the existing concrete column. Then paint the column according to the city's preferred color.

PROJECT APPROACH

SAFA Construction will manage the assigned projects and tasks, carefully control costs and resources, and complete the project work on schedule. After delivering of the steel pipe to the site, it will be split (vertical direction) into two pieces. After those cutting edges will be reshaped (most likely a 60-degree Bevel or V shape) for full penetration welding. The spilled pipe will be then put around the concrete column by a moveable crane. After securing the spilled pipe welding will be done by using a scissor lift. This scissor lift will be used for concrete pouring and put the color for the steel tube. 4 feet by 4 feet steel base could be added at the bottom of the proposed steel tube after discussion with the City's staff. For this steel base, SAFA construction will not demand an additional fee.

MEETING WITH CITY STAFF

- SAFA construction will maintain continuous communication with City's staff to understand and full fill their expectation.



SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule mutually developed by the Client and Consultant for the various elements of the project.

Using High-Strength Concert with 0.5-inch steel tube.....5 Week

Using regular Concert with +0.6 inch steel tube.....3 Week

WARRANTY

SAFA Construction will provide 10 years of limited warranty for this work.

PERMITTING

Permitting is not included in this scope of services. Any service related to permits such as drawing production, calculation, fee, as-built drawing, etc is not included.

FEE AND BILLING

TOTAL LUMP SUM FEE FOR SAFA CONSTRUCTION..... \$46,000.00

If you concur with the foregoing and wish to direct us to proceed with the services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. We appreciate this opportunity to submit this letter of agreement. Please contact me at (954) 326-8295 if you have any questions.

Sincerely,

SAFA CONSTRUCTION, LLC

MD Shahinur Rahman, CEO

CITY OF LAUDERDALE LAKE

Robin Soodeen, Assistant Director of Public Works

Agreed to this _____ day of _____, 2022.

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT
FOR
THE CITY OF LAUDERDALE LAKES, FLORIDA**



Article Number	Title	Page
	COVER	
	TABLE OF CONTENTS	
1.	DEFINITIONS	1
2.	PRELIMINARY MATTERS	2
	Delivery of Bonds and Insurance Certificates	2
	Copies of Documents	2
	Notice to Proceed	2
	Starting the Work	3
	Preconstruction Conference	3
	Finalizing Scheduling	3
3.	CONTRACT DOCUMENTS	3
	Intent	3
	References to Standards	3
	Review of Contract Documents	3
	Order of Precedence	3
	Amending Contract Documents	4
	Reuse of Documents	4
4.	SITE OF THE WORK	4
	Availability of Lands	4
	Reports of Physical Conditions	4
	Physical Conditions— Underground Facilities	5
	Differing Site Conditions	5
	Reference Points	6
5.	BONDS AND INSURANCE	6
	Bonds	6
	Insurance	7
6.	CONTRACTOR'S RESPONSIBILITIES	8
	Supervision and	8
	Superintendence	
	Labor, Materials and Equipment	8
	Schedule	8
	Substitutes or "Or-Equal" Item	8
	Concerning Subcontractors, Suppliers and Others	9
	Patient Fees and Royalties	9
	Permits	9

Article Number	Title	Page
	Laws and Regulations	10
	Taxes	10
	Uses of Premises	10
	Record Documents	10
	Safety and Protection	10
	Emergency-Adverse Weather	11
	Submittals	11
	Continuing the Work	12
	Contractor's Warranty/Guarantee	12
	Indemnification	12
7.	OTHER WORK	13
	Related Work at Site	13
	Coordination	13
8.	CITY'S RESPONSIBILITIES	13
	Communications	13
	Furnish Data	13
	Payments	13
	Lands, Easements and Surveys	13
	Reports and Drawings	13
	Change Orders	13
	Suspension of WORK	13
9.	CONSULTANT'S STATUS DURING CONSTRUCTION	13
	CITY'S Representative	13
	Visits to Site	13
	Project Representation	14
	Clarifications and Interpretations	15
	Authorized Variations of WORK	15
	Rejecting Defective Work	15
	Shop Drawings, Change Orders and Payments	15
	Determination for Unit Prices	15
	Decisions on Disputes	16
	Limitations on CONSULTANT	16
10.	CHANGE IN THE WORK	16
	Authorized Changes	16
	Unauthorized Changes	16
	Execution of Change Order	17

Article Number	Title	Page
11.	CHANGE OF CONTRACT PRICE	17
	General	17
	Cost of the WORK	17
	Contractor's Fee	18
	Cash Allowances	19
	Unit Price WORK	19
	Omitted WORK	19
12.	CHANGE OF CONTRACT TIME	19
	Liquidated Damages	20
13.	TEST AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	20
	Notice of Defects	20
	Access to WORK	20
	Tests and Inspections	20
	Uncovering WORK	21
	CITY May Stop the WORK	21
	Correction or Removal of Defective WORK	21
	One Year Correction Period	21
	Acceptance of Defective Work	21
	CITY May Correct Defective Work	21
14.	PAYMENTS TO CONTRACTOR AND COMPLETION	22
	Schedule of Values	22
	Unit Price Bid Schedule	22
	Application for Progress Payments	22
	Contractor's Warranty of Title	22
	Review of Applications for Progress Payment	22

Article Number	Title	Page
	Substantial Completion	23
	Partial Utilization	23
	Final Inspection	24
	Final Application for Payment	24
	Final Payment and Acceptance	24
	Waiver of Claims	24
15.	SUSPENSION AND WORK AND TERMINATION	24
	CITY May Suspend WORK	24
	CITY May Terminate	24
	Contractor May Stop WORK or Terminate	25
16.	DISPUTE RESOLUTION	26
17.	MISCELLANEOUS	26
	Giving Notice	26
	Computation of Time	26
	Notice of Claims	27
	Cumulative Remedies	27
	Accident and Prevention	27
	National Emergency	27
	Florida Products and Labor	27
	Employees	27
	Non-Discrimination	27
	Drug-Free Workplace	27
	Public Entity Crimes	27
	Assignment	28
	Venue	28
	Asbestos	28
	Right to Audit	28

GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

Wherever used in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1. **Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.2. **Application for Payment** - The form accepted by the CITY which is to be used by CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.3. **Bid** - The offer of the BIDDER submitted on the prescribed form setting forth the prices for the WORK.

1.4. **BIDDER/PROPOSER** - One who submits a Bid or Proposal directly to the CITY.

1.5. **Bid Documents** - Includes the Invitation to Bid/Request for Proposal, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.6. **Bonds** - Bid, Performance and Payment bonds and other instruments of security, per Florida Statutes.

1.7. **Change Order** - A document recommended by CITY, which is signed by CONTRACTOR and CITY and authorizes an addition, deletion, or revision in the WORK or an adjustment in the Contract Price or Contract Time, issued on or after the Effective Date of the Contract.

1.8. **CITY** - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.9. **Contract** - The written agreement between CITY and CONTRACTOR covering the WORK to be performed.

1.10. **Contract Documents** - The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Tentative Award) when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, Technical Specifications, and the Drawings as the same are more specifically identified in the Contract, together with all Written Amendments, Change Orders, Field Orders, and CITY'S written interpretations and clarifications issued on or after the Effective Date of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data,

graphics, and the like that may be furnished by CITY to CONTRACTOR are not Contract Documents.

1.11. **Contract Price** - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Document.

1.12. **Contract Time** - The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.

1.13. **CONTRACTOR** - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Contract.

1.14. **Day** - A calendar day of 24 hours measured from midnight to the next midnight.

1.15. **Defective WORK** - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to 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 the CITY'S recommendation of final payment.

1.16. **Drawings** - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the WORK, which have been prepared or approved by CITY are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

1.17. **Effective Date of the Contract** - The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.

1.18. **Field Order** - A written order issued by CITY which orders minor changes in the WORK but which does not involve a change in the Contract Price or the Contract Times.

1.19. **General Requirements** - See Technical Specifications attached to the plan.

1.20. **Laws and Regulations; Laws or Regulations** - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.21. **Notice to Proceed** - The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time and the date the Contract WORK is to be completed.

1.22. **Notice of Tentative Award** - The official written notice by the CITY to the apparent successful BIDDER stating that upon compliance by the apparent successful BIDDER with the conditions precedent enumerated therein within the time specified, the CITY may enter into a Contract.

1.23. **Partial Utilization** - Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.

1.24. **Project** - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25. **Resident Project Representative (RPR)** - The authorized representative of the CITY who is assigned to the Site or any part thereof.

1.26. **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the WORK, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the WORK.

1.27. **Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

1.28. **Sub-BIDDER** - One who submits a Bid to a BIDDER.

1.29. **SUB-CONTRACTOR** - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUB-CONTRACTOR for the performance of a part of the WORK at the Site.

1.30. **Substantial Completion** - The WORK (or a specified part thereof) has progressed to the point where, in the opinion of CITY as evidenced by CITY'S definitive certificate of Substantial Completion, all conditions and requirements accordance with the Contract Documents, so that the WORK (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any WORK refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.31. **SUCCESSFUL BIDDER** - The lowest, qualified, responsible and responsive BIDDER to whom CITY (on basis of CITY'S evaluation as hereinafter provided) makes an award.

1.32. **Supplementary General Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

1.33. **Supplier** - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.34. **Surety** - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

of permits and regulatory agencies have been satisfied and the WORK is sufficiently complete, in Unit Price WORK - WORK to be paid for on the basis of unit prices.

1.35. **Utilities** - 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 or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.36. **WORK** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Document.

1.37. **Work Change Directive** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Contract and signed by the CITY, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.38. **Written Amendment** - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non- technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1. DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1. When the CONTRACTOR delivers the signed Contracts to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the CITY prior to any WORK being performed.

2.2. COPIES OF DOCUMENTS:

2.2.1. The CITY shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Contract Documents for the execution of the WORK. CONTRACTOR shall be responsible for procuring additional copies.

2.3. NOTICE TO PROCEED:

2.3.1. The Contract Times will commence to run on the date stated in the Notice to Proceed.

2.4. STARTING THE WORK:

2.4.1. CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, NO WORK shall be done at the Site prior to said commencement date.

2.4.2. CONTRACTOR'S Review of Contract Documents: Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CITY any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CITY before proceeding with any WORK affected thereby; however, CONTRACTOR shall not be liable to CITY for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.5. PRECONSTRUCTION CONFERENCE:

2.5.1. The CONTRACTOR is required to attend a preconstruction conference within twenty (20) days after the Contract Times start to run, but before any WORK at the site is started. This conference will be attended by the CITY, and others as appropriate in order to discuss the WORK.

2.5.2. The CONTRACTOR'S initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and CPM Schedule will be reviewed and finalized. As a minimum, the CONTRACTOR'S representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment will be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.6. FINALIZING SCHEDULES:

2.6.1. Within ten (10) days of receiving the Notice to Proceed the CONTRACTOR will submit the final schedule approved by the CITY. The finalized progress schedule will be acceptable to the CITY as providing an orderly progression of the WORK to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the WORK nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

ARTICLE 3 – USE OF CONTRACT DOCUMENTS

3.1. INTENT:

3.1.1. The Contract Documents comprise the entire agreement between the CITY and 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 with venue in Broward County, Florida.

3.1.2. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for.

3.2. REFERENCE TO STANDARDS:

3.2.1. 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/Proposals, 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 or responsibilities of the CITY, CONTRACTOR or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY or CITY'S 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 provisions of the Contract Documents.

3.3. REVIEW OF CONTRACT DOCUMENTS

3.3.1. If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the CITY, in writing, at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification, except in an emergency as authorized by paragraph 6.13.

3.4. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

3.4.1. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order
2. Construction Contract
3. Addenda, with later date having greater priority
4. Bid/Proposal Form
5. Supplemental General Conditions
6. Invitation to Bid/Request for Proposal
7. Instructions to Bidders/Proposers
8. General Conditions
9. Technical Specifications
10. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

3.4.2. 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 any other drawings
4. Drawings govern over standard drawings

3.4.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code or instruction (whether or note specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the WORK (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their SUB-CONTRACTORS, agents or employees from those set forth in the Contract Documents, no shall it be effective to assign to CITY or any of CITY's 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 inconsistent with the provisions of paragraph 9.10. or any other provision of the Contract Documents.

3.5. AMENDING CONTRACT DOCUMENTS:

3.5.1. 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).

3.5.2. Additionally, the requirements of the Contract Documents may be supplemented and variations and deviations in the WORK may be authorized, in one or more of the following ways:

- 3.5.2.1. a Field Order (pursuant to paragraph 9.5)

- 3.5.2.2. CITY'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.14), or

- 3.5.2.3. CITY'S written interpretation or clarification (pursuant to paragraph 9.4).

3.6. REUSE OF DOCUMENTS:

3.6.1. Neither CONTRACTOR nor any Sub-CONTRACTOR or Supplier or other person or organization performing or furnishing any of the WORK under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the WORK; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY.

ARTICLE 4 – SITE OF THE WORK

4.1. AVAILABILITY OF LANDS:

4.1.1. 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 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. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.2. Occupying Private Land: 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(s), and a copy of said easement furnished to the CITY prior to said use; and, the CITY will not be liable for any claims or damages resulting from the CONTRACTOR'S trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner(s) confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.1.3. WORK in State, County and CITY Rights-of-Way and Easements: When the WORK involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the CONTRACTOR shall (as the WORK progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance as part of the contract.

4.1.4. WORK Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where WORK is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the CONTRACTOR shall provide written notification to the respective companies of the areas of which WORK is to be performed, prior to the actual performance of any WORK in these areas.

4.1.5. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the CITY, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

4.2. REPORTS OF PHYSICAL CONDITIONS:

4.2.1. **Subsurface Explorations:** Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CITY in preparation of the Contract Documents.

4.2.2. **Existing Structures:** Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the site that have been utilized by CITY in preparation of the Contract Documents.

4.2.3 The CITY does not make any representation as to the completeness of the reports or drawings referred to in Paragraph 4.2.1. or 4.2.2. above or the accuracy of any data or information contained therein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new WORK, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

4.3. PHYSICAL CONDITIONS -- UNDERGROUND FACILITIES:

4.3.1. **Indicated:** The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site is based on information and data furnished to the CITY by the owners of such Underground Utilities or by others.

4.3.1.1. The CITY shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600, and Sunshine State One Call Services (1-800-432-4770) at least 48 hours in advance of the commencement of WORK at any site to allow the member utilities to examine the construction site and mark the location of the utilities' respective facilities.

4.3.1.3. The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and, therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR shall be responsible for making itself aware of utility company facilities not reported by the USA System or Sunshine State One Call Services, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least 48 hours in advance of the commencement of

WORK at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from the WORK, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.5. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the CITY or occupant of such facilities both 48 hours before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the CITY and shall make suitable arrangements for the disconnection. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the work, as soon as the WORK has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new WORK are shown, but are to be verified in the field by the CONTRACTOR prior to performing the WORK. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, prior to installing his WORK. Any discrepancies or differences found shall be immediately brought to the attention of the CITY in order that necessary changes may be made to permit installation of the WORK.

4.3.2. **Not Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown on the plan, nor located by the CITY and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK affected thereby (except in an emergency as permitted by paragraph 6.13), identify the CITY of such Underground Facility and give written notice thereof to that CITY. The CITY will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.12.

4.4. DIFFERING SITE CONDITIONS

4.4.1. The CONTRACTOR shall notify the CITY, in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 7 days after their discovery) and

before they are disturbed:

4.4.1.1. Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2 and 4.3; and

4.2.3.2. Any unknown physical conditions and 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, including those reports and documents discussed in Paragraph 4.2 and 4.3.

4.4.2. CITY will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of CITY'S findings and conclusions.

4.4.3. If CITY concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the difference.

4.4.4. 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 inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11 and 12.

4.4.5. The CONTRACTOR'S failure to give notice of differing Site conditions within 7 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5. REFERENCE POINTS:

4.5.1. The CITY shall provide, if available, engineering surveys to establish reference points for construction, which in CITY'S judgment are necessary to enable CONTRACTOR to proceed with the WORK.

4.5.2. CONTRACTOR shall be responsible for laying out the WORK (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the CITY whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 -- BONDS AND INSURANCE

5.1. BONDS:

5.1.1. CONTRACTOR shall upon delivery of the executed Contract or receipt of a Notice of Tentative Award to the CITY furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PERCENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. Said bonds must be provided to the CITY within ten (10) business days of the Notice of Tentative

Award or delivery of a contract to CONTRACTOR to execute, or the CITY, at its sole discretion and option may terminate the contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT 100% of the amount of the Contract award. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.2 The CONTRACTOR shall provide a Maintenance and Guaranty Bond in the amount of 50% of the Performance and Payment Bonds to provide a guarantee against defects in the WORK occurring during the year following the one-year correction period. The Bond shall be payable to the CITY, and be at the sole cost of the CONTRACTOR. The form and conditions of the Bonds and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.3. The Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident agent, licensed and having an office in Palm Beach, Dade, Broward or Martin Counties, Florida, representing such corporate sureties.

5.1.4. If the CONTRACTOR is a partnership, the Bond should be signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of CONTRACTOR or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.5. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.2., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.2. Under no circumstances shall the successful CONTRACTOR begin WORK until he/she has supplied to the CITY Performance and Payment Bonds and Affidavit for Bond using the CITY form, and the CITY has approved the bond.

5.2. INSURANCE:

5.2.1. CONTRACTOR shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided herein. All insurance shall be maintained continuously during the life of the Contract up to the date of Substantial Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective Work in accordance with Paragraph 13.6. the CONTRACTOR'S liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required.

5.2.2. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized to issue insurance policies for the limits and coverages so required in the State of Florida. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

5.2.3. Before starting the WORK, the CONTRACTOR shall furnish the CITY, with copies to each additional insured who is indicated in the Supplementary General Conditions, with certificates and original endorsements 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 canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given the CITY and additional insureds by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the CITY, and CITY'S officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

5.2.3.1. **Workers' Compensation and Employer's Liability:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require each SUB-CONTRACTOR similarly to maintain workers compensation during the term of the Contract and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY harmless from any damage resulting to them for failure of either CONTRACTOR or any SUB-CONTRACTOR to take out or maintain such insurance.

- a. Employers' Liability with Statutory Limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate.
- b. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.2.3.2. **Comprehensive or Commercial General Liability:** Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

- a. Minimum Limits of total coverage shall be \$2,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$2,000,000 minimum to be acceptable to the CITY.

5.2.3.3. **Business Auto Policy.** Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

- a. Minimum limit of \$2,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

- b. Owned Vehicles

- c. Hired and Non-Owned Vehicles

- d. Employee Non-Ownership

5.2.3.4. **SUB-CONTRACTOR's Public Liability and Property Damage Insurance and vehicle Liability Insurance:** The CONTRACTOR shall either require each of the Sub-CONTRACTORS to procure and to maintain SUB-CONTRACTOR's public liability and property damage insurance and vehicle liability insurance of the type and in the amount indicated above in Paragraph 5.2.3.1., 5.2.3.2. and 5.2.3.3.

5.2.3.5. **Products and/or Completed Operations:** CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.2.3.6. **All Risk Property Insurance:** When Applicable, coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the CITY, the CONTRACTOR, and their respective officers, agents, employees, and SUB-CONTRACTORS.

- a. Coverage to be provided on a full replacement cost basis.
- b. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.
- c. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the CITY will not occupy the building(s), addition(s) or structure(s).
- d. Maximum Deductible - \$5,000 each claim.
- e. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance

coverage available under the National Flood Program.

5.2.4. All policies shall also specify that the insurance provided by the CONTRACTOR will be considered primary and not contributory to any other insurance available to the CITY.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1. SUPERVISION AND SUPERINTENDENCE:

6.1.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the WORK completely 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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.1.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

6.2. LABOR, MATERIALS AND EQUIPMENT:

6.2.1. CONTRACTOR shall provide competent, suitably qualified personnel to survey, prepare the WORK and perform construction as required by the Contract Documents. 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 during regular working hours, and CONTRACTOR will not permit overtime WORK or the performance of WORK on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to CITY. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the CITY, the CITY restricts the WORK between the hours of 5:00 p.m. and 7:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY. The CONTRACTOR shall receive no additional compensation for overtime WORK. However, additional compensation will be paid to the CONTRACTOR for overtime WORK only in the event extra WORK is ordered by the CITY and the change order specifically authorizes the use of overtime WORK and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime WORK of a similar nature in the same locality. All costs of inspection and testing performed by the CITY 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 partial payments otherwise due to the CONTRACTOR.

6.2.2. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the WORK.

6.2.3. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CITY, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. 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 provision of any such instructions will be effective to assign to the CITY, or any of the CITY'S 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 provisions of paragraph 9.10.3 or 9.10.4.

6.3. SCHEDULE:

6.3.1. CONTRACTOR shall submit to CITY for review and comment (to the extent indicated in paragraph 2.6.) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

6.4. SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.4.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by CITY will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by CITY from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to CITY for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for WORK on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with

the WORK is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and cost savings that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by CITY in evaluating the proposed substitute. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.4.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to CITY, if CONTRACTOR submits sufficient information to allow CITY to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by CITY will be similar to that provided in paragraph 6.4.1 as applied by CITY and as may be supplemented in the Technical Specifications.

6.4.3. CITY will be allowed a reasonable time within which to evaluate each proposed substitute. CITY will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without CITY'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.5. CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS:

6.5.1. CONTRACTOR shall not employ any SUB-CONTRACTOR, Supplier or other person or organization (including those acceptable to the CITY as indicated in paragraph 6.5.2), whether initially or as a substitute, against whom the CITY may have reasonable objection. CONTRACTOR shall not be required to employ any SUB-CONTRACTOR, Supplier or other person or organization to furnish or perform any of the WORK against whom CONTRACTOR has reasonable objection.

6.5.2. If the Technical Specifications or Contract Documents require the identity of certain SUB-CONTRACTORS, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) shall be submitted to the CITY for acceptance by the CITY, and if CONTRACTOR has submitted a list thereof, the CITY'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bid documents or the Contract Documents) of any such SUB-CONTRACTOR, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or SUB- CONTRACTORS, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent BIDDER. If after the award of the contract, the CITY objects to certain suppliers or SUB-CONTRACTORS, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the

CITY. No acceptance by the CITY of any such SUB-CONTRACTOR, supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective WORK.

6.5.3. CONTRACTOR shall be fully responsible to the CITY for all acts and omissions of the SUB-CONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the WORK under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such SUB-CONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any moneys due any such SUB-CONTRACTOR, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.5.4. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the WORK among SUB-CONTRACTORS or Suppliers or delineating the WORK to be performed by any specific trade.

6.5.5. All WORK performed for CONTRACTOR by a SUB-CONTRACTOR will be pursuant to an appropriate agreement between CONTRACTOR and the SUB-CONTRACTOR which specifically binds the SUB-CONTRACTOR to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.6. PATENT FEES AND ROYALTIES:

6.6.1. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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 its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's 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 all such claims in connection with any alleged infringement of such rights.

6.7. PERMITS:

6.7.1. CONTRACTOR shall obtain and pay for all construction permits and licenses without limitation as required by Laws or Regulations. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the WORK, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges for utility connections to the WORK.

6.8. LAWS AND REGULATIONS:

6.8.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the WORK. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, the CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations.

6.8.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.5. If CONTRACTOR performs any WORK knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY, CONTRACTOR shall bear all costs arising there from; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations unless they are at variance with construction practices recognized as industry standards.

6.9. TAXES:

6.9.1. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the WORK.

6.10. USE OF PREMISES:

6.10.1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY by any such CITY or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold the CITY 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 to the extent based on a claim arising out of CONTRACTOR'S performance of the WORK.

6.10.2. During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other and other debris resulting from the WORK. At the completion of the WORK CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.10.3. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.

6.11. RECORD DOCUMENTS:

6.11.1. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the CITY for reference. Upon completion of the WORK, these record documents, samples, and Shop Drawings will be delivered to the CITY.

6.12. SAFETY AND PROTECTION:

6.12.1. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1.1. all employees on the WORK and other persons and organizations who may be affected thereby;

6.12.1.2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.12.1.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

6.12.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the WORK and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.12.1.2. or 6.12.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any SUB-CONTRACTOR,

Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and CITY has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.6. that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.12.3. The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General CONTRACTORS of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

6.12.4. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of an accident in the course of employment on WORK under the Contract. The CONTRACTOR shall promptly furnish the Local Public Agency with reports concerning these matters.

6.12.5. Safety Representative: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

6.12.6. Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.13. EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:

6.13.1. In emergencies affecting the safety or protection of persons or the WORK or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give CITY prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If CITY determines that a change in the Contract Documents is required because of the action taken in response to an emergency, or Change Order will be issued to document the consequences of the changes or variations.

6.13.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all

necessary precautions to ensure that the WORK shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The CITY may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.14. SUBMITTALS: SHOP DRAWINGS AND SAMPLES:

6.14.1. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to CITY for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.5.2.), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CITY may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.14.2. CONTRACTOR shall also submit to CITY for review and approval with such promptness as to cause no delay in WORK, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended. Please note – samples may not be returned by CITY. Samples are to be supplied at no expense to the CITY and CONTRACTOR is hereby put on notice that said samples may not be returned.

6.14.3. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

6.14.4. At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to CITY for review and approval of each such variation.

6.14.5. CITY will review within ten days of receipt thereof, Shop Drawings and samples but CITY'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or

procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by CITY, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CITY on previous submittals. CITY will review one (1) re-submittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

6.14.6. CITY'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CITY'S attention to each such variation at the time of submission as required by paragraph 6.14.4 and CITY has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by CITY relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.14.3.

6.14.7. Where a Shop Drawing or sample is required by the Specifications, any related WORK performed prior to CITY'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

6.15. CONTINUING THE WORK:

6.15.1. 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 permitted by Article 15 or as CONTRACTOR and the CITY may otherwise agree in writing.

6.16. CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

6.16.1. CONTRACTOR warrants and guarantees to CITY that all work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.16.1.1. Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, SUB-CONTRACTORS or Suppliers; or

6.16.1.2. Normal wear and tear under normal usage.

6.16.2. CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:

6.16.2.1. observations by CITY;

6.16.2.2. recommendation of any progress or final payment by CITY;

6.16.2.3. the issuance of a certificate of Substantial Completion or any payment by CITY to CONTRACTOR under the Contract Documents;

6.16.2.4. use or occupancy of the WORK or any part thereof by CITY;

6.16.2.5. any acceptance by CITY or any failure to do so;

6.16.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by CITY pursuant to paragraph 14.10;

6.16.2.7. Any inspection, test or approval by others; or

6.16.2.8. Any correction of *defective* WORK by CITY.

6.17. INDEMNIFICATION:

6.17.1. In consideration of ten dollars (\$10.00) and other valuable consideration, the CONTRACTOR shall defend, indemnify and save harmless the CITY, its officers, agents and employees, from or on account of any claims, losses, injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding the sole negligence of the CITY), in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said CONTRACTOR or his SUB-CONTRACTORS, agents, servants or employees. CONTRACTOR agrees to defend, indemnify and save harmless the CITY, its officers, agents and employees, against any liability arising from or based upon the violation of any Federal, State, County or CITY laws, by-laws, ordinances or regulations by the CONTRACTOR, his SUB-CONTRACTORS, agents, servants or employees.

6.17.2. CONTRACTOR further agrees to defend, indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

6.17.3. The indemnification provided above shall obligate the CONTRACTOR to defend at his own expense or to pay for such defense, at the CITY'S option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CITY which may result from the operations and activities under this Contract whether the construction operations be performed by the CONTRACTOR, his SUB-CONTRACTOR or by anyone directly or indirectly employed by either.

6.17.4. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels. The CITY will pay to the CONTRACTOR the specific

consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein and in accordance with the provisions of Section 725.06 of the Florida Statutes. Furthermore, the CONTRACTOR acknowledges that the bid price includes said consideration for the indemnification provision.

ARTICLE 7 -- OTHER WORK

7.1. RELATED WORK AT SITE:

7.1.1. The CITY may perform other WORK related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other WORK is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other WORK; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. If the performance of additional WORK by other CONTRACTOR or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2. CONTRACTOR shall afford the CITY and other CONTRACTORS who are a party to such a direct contract (or the CITY, if the CITY is performing the additional WORK with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such WORK, and shall properly connect and coordinate the WORK with theirs. 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. 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 CITY and the others whose WORK will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other CONTRACTORS to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other CONTRACTORS.

7.1.3. If any part of CONTRACTOR'S WORK depends for proper execution or results upon the WORK of any such other CONTRACTOR other than CONTRACTOR'S OWN SUB-CONTRACTOR, (or the CITY), CONTRACTOR shall inspect and promptly report to CITY in writing any delays, defects or deficiencies in such other WORK that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S WORK. CONTRACTOR'S failure to report will constitute an acceptance of the other WORK as fit and proper for integration with CONTRACTOR'S WORK except for latent defects and deficiencies in the other WORK.

7.2. COORDINATION:

7.2.1. If the CITY contracts with others for the performance of other WORK on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORS will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the

extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, the CITY shall not have any authority or responsibility in respect of such coordination.

ARTICLE 8 -- THE CITY'S RESPONSIBILITIES

COMMUNICATIONS TO CONTRACTOR:

8.1.1. CITY shall issue all communications to CONTRACTOR through CITY'S Project Manager.

8.2. FURNISH DATA:

8.2.1. CITY shall promptly furnish the data required of the CITY under the Contract Documents.

8.3. PAYMENTS:

8.3.1. CITY shall make payments to CONTRACTOR promptly when they are due as provided in Sections 14.5 and 14.10.

8.4. LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1. The CITY'S duties in respect of providing lands and easements and providing engineering surveys, if available, to establish reference points are set forth in paragraphs 4.1.1 and 4.5.1.

8.4.2. The CITY will identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.22 and 4.2.3.

8.5. CHANGE ORDERS

8.5.1. The CITY is obligated to execute Change Orders as indicated in Article 10.

8.6. SUSPENSION OF WORK

8.6.1. In connection with the CITY'S right to stop WORK or suspend WORK see paragraph 13.5 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

ARTICLE 9 -- CITY'S STATUS DURING CONSTRUCTION:

9.1. CITY'S REPRESENTATIVE:

9.1.1. The City's Project Manager will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY.

9.2. VISITS TO SITE:

9.2.1. After written notice to proceed with the WORK, the CITY shall make visits to the site at intervals

appropriate to the various stages of construction to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR'S failure to perform the construction WORK in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the WORK; and during such visits and on the basis of his on-site observations, as an experienced and qualified engineering professional, he will keep the CITY informed of the progress of the WORK, will endeavor to guard the CITY against defects and deficiencies in the WORK of the CONTRACTOR and may reject WORK as failing to conform to the Contract Documents.

9.3. PROJECT REPRESENTATION:

9.3.1. A Resident Project Representative may be assigned to assist CITY in carrying out his responsibilities to CITY at the site. Resident Project Representative is CITY'S agent at site, will act as directed by and under the supervision of CITY, and will confer with CITY regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site WORK shall in general be with CITY and CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with SUB-CONTRACTORS shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the CITY.

9.3.2. Resident Project Representative shall where applicable:

9.3.2.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with CITY concerning its general acceptability.

9.3.2.2. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.2.3. Working principally through CONTRACTOR'S superintendent, assist CITY in serving as the CITY's liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY's on-site operations.

9.3.2.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the WORK.

9.3.2.5. Record date of receipt of Shop Drawings and samples.

9.3.2.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the CITY of availability of samples for examination.

9.3.2.7. Advise the CITY and CONTRACTOR of the commencement of any WORK requiring a Shop Drawing if the submittal has not been approved by the CITY.

9.3.2.8. Conduct on-site observations of the WORK in progress to assist the CITY in determining if the WORK is, in general, proceeding in accordance with the Contract Documents.

9.3.2.9. Report to the CITY whenever Residential Project Representative believes that any WORK is unsatisfactory, faulty or *defective* or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CITY of WORK that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the CITY from the duties imposed by contract.

9.3.2.10. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the CITY appropriate details relative to the test procedures and startups.

9.3.2.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the CITY.

9.3.2.12. Report to CITY when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the CITY.

9.3.2.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to the CITY. Transmit to CONTRACTOR decisions as issued by the CITY.

9.3.2.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CITY'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.2.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CITY.

9.3.2.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all SUB-CONTRACTORS and major suppliers of material and equipment.

9.3.2.17. Furnish the CITY periodic reports as required of progress of the WORK of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.2.18. Consult with the CITY in advance of schedule major tests, inspections or start of important phases of the WORK.

9.3.2.19. Draft proposed Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to the CITY, Change Orders, Work Change Directives, and Field Orders.

9.3.2.20. Report immediately to the CITY upon the occurrence of any accident.

9.3.2.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the CITY, noting particularly the relationship of the payment requested to the schedule of values, WORK completed and materials and equipment delivered at the site but not incorporated in the WORK.

9.3.2.22. During the course of the WORK, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CITY for review and forwarding to CITY prior to final payment for the WORK.

9.3.2.23. Before the CITY issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.2.24. Conduct final inspection in the company of the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.2.25. Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

9.3.3. The Resident Project Representative shall not:

9.3.3.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

9.3.3.2. Exceed limitations of the CITY'S authority as set forth in the Contract Documents.

9.3.3.3. Undertake any of the responsibilities of CONTRACTOR, SUB-CONTRACTORS, or CONTRACTOR'S superintendent.

9.3.3.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.3.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the WORK.

9.3.3.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.3.7. Authorize the CITY to occupy the Project in whole or in part.

9.3.3.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CITY.

9.4. CLARIFICATIONS AND INTERPRETATIONS:

9.4.1. The CITY 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 CITY may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

9.5. AUTHORIZED VARIATIONS OF WORK:

9.5.1. CITY may authorize 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 be binding on the CITY, and also on CONTRACTOR who shall perform the WORK involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

9.6. REJECTING DEFECTIVE WORK

9.6.1. The CITY will have authority to disapprove or reject WORK which CITY believes to be *defective* or believes to be in nonconformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the WORK as provided in Section 13.3, whether or not the WORK is fabricated, installed or completed.

9.7. SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1. In connection with CITY'S responsibility for Shop Drawings and samples, see Sections 6.11 and 6.14.

9.7.2. In connection with CITY'S responsibilities as to Change Orders see Article 10, 11, and 12.

9.7.3. In connection with CITY'S responsibilities in respect of Applications for Payment, etc., see Article 14.

9.8. DETERMINATIONS FOR UNIT PRICES:

9.8.1. CITY will verify the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR. CITY will review with CONTRACTOR CITY'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). CITY'S written decisions thereon will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party

to the Contract and to CITY written notice of intention to appeal from such a decision.

9.9. DECISIONS ON DISPUTES:

9.9.1. The CITY will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes and other matters relating to the acceptability of the WORK or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the WORK and claims under Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to CITY in writing with a request for a formal decision in accordance with this paragraph, which CITY will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to CITY and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to CITY and the other party within thirty (30) days after such occurrence unless CITY allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2. The opposing party shall submit any response to CITY and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless CITY allows additional time). CITY will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. CITY's written decision on such claim, dispute or other matter will be final and binding upon CITY and CONTRACTOR unless: (i) an appeal from CITY's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between CITY and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from

CITY's written decision is delivered by CITY or CONTRACTOR to the other and to CITY within thirty (30) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by CITY and CONTRACTOR.

9.9.3 When functioning as interpreter and judge under paragraphs 9.8.1, 9.9.1 and 9.9.2, CITY will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by CITY pursuant to paragraphs 9.8.1, 9.9.1 and 9.9.2 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.10. LIMITATIONS ON CITY:

9.10.1. Neither CITY'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by CITY either to exercise or not exercise such authority shall give rise to any duty or responsibility of CITY to CONTRACTOR, any SUB-CONTRACTOR, any Supplier, or any other person or organization performing any of the WORK, or to any surety for any of them.

9.10.2. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of CITY as to the WORK, it is intended that such requirement, direction, review or judgment will be solely to evaluate the WORK for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CITY 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 provisions of paragraph 9.10.3 or 9.10.4.

9.10.3. CITY will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CITY will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the WORK in accordance with the Contract Documents.

9.10.4. CITY will not be responsible for the acts or omissions of CONTRACTOR or of any SUB-CONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the WORK.

ARTICLE 10 -- CHANGES IN THE WORK

10.1. AUTHORIZED CHANGES IN THE WORK

10.1.1. Without invalidating the Contract and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the WORK; these will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the WORK involved that will be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2. If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.2. UNAUTHORIZED CHANGES IN THE WORK

10.2.1. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2, except in the case of an emergency as provided in

paragraph 6.13.1 and except in the case of uncovering WORK as provided in paragraph 13.4.2.

10.3. EXECUTION OF CHANGE ORDERS

10.3.1. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.3.1.1. Changes in the WORK, which are ordered by the CITY pursuant to paragraph 10.1.1, are required because of acceptance of *defective* WORK under paragraph 13.7.4 or correcting *defective* WORK under paragraph 13.9.3, or are agreed to by the parties.

10.3.1.2. Changes in the Contract Price or Contract time which the parties agree to.

10.3.1.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CITY pursuant to paragraph 9.9.1; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the WORK and adhere to the progress schedule as provided in paragraph 6.15.1.

10.3.2. **Surety.** It is distinctly agreed and understood that any changes made in the Contract Documents for this WORK (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents (including, but not limited to, Contract Price or contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.3.3. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the City of Lauderdale Lakes.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1. GENERAL

11.1.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the WORK. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.1.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CITY promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting

data shall be delivered within thirty (30) days after such occurrence (unless CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by CITY in accordance with paragraph 9.9.1 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.1.2.

11.1.3. 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:

11.1.3.1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Section 11.5, inclusive).

11.1.3.2. By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with paragraph 11.3.1.2.a).

11.1.3.3. On the basis of the Cost of the WORK (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Section 11.3, inclusive).

11.2. COST OF THE WORK:

11.2.1. **General.** The term Cost of the WORK means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the 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, shall include only the following items and shall not include any of the costs itemized in paragraph 11.2.2:

11.2.1.1. **Labor.** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the CITY.

11.2.1.2. **Materials and Equipment.** Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and

equipment shall accrue to the CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.1.3. SUB-CONTRACTOR. Payments made by CONTRACTOR to the SUB-CONTRACTORS for WORK performed by SUB-CONTRACTORS. If required by the CITY, CONTRACTOR shall obtain competitive bids from SUB-CONTRACTORS acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the CITY, which bids will be accepted. If a subcontract provides that the SUB-CONTRACTOR is to be paid on the basis of Cost of the WORK Plus a Fee, the SUB-CONTRACTOR's Cost of the WORK shall be determined in the same manner as CONTRACTOR'S Cost of WORK. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.2.1.4. Costs of special CITY's (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the WORK.

11.2.1.5. Supplemental costs include the following:

a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of WORK, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

b. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of CITY, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized WORK, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the WORK. If said WORK required the use of machinery not on the WORK or not to be used on the WORK, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the WORK shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

c. Sales, consumer, use or similar taxes related to the WORK and for which CONTRACTOR is liable, imposed by laws and regulations.

d. Royalty payments and fees for permits and licenses.

e. The site costs of utilities, fuel and sanitary facility.

f. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.2. The term Cost of the WORK shall not include any of the following:

11.2.2.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.2.1.1 or specifically covered by paragraph 11.2.1.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.2.2.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.2.2.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

11.2.2.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.1.5f above).

11.2.2.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any SUB-CONTRACTOR, or anyone whose acts any of them may be liable, including but not limited to, the correction of *defective* WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.2.6. Costs associated with fringe benefits that are greater than actual costs; i.e., where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.2.7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2.

11.3. CONTRACTOR'S FEE:

11.3.1. The CONTRACTOR'S Fee for overhead and profits shall be determined as follows:

11.3.1.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.3.1.2. A fee based on the following percentages of the various portions of the Cost of the WORK:

a. For costs incurred under paragraphs 11.2.1.1 and 11.2.1.2, the CONTRACTOR'S Fee shall be five (5%) percent;

b. For costs incurred under paragraph 11.2.1.3, the CONTRACTOR'S Fee shall be five percent; and if a subcontract is on the basis of Cost of the WORK Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all SUB-CONTRACTORS shall be five (5%) percent;

c. No fee shall be payable on the basis of costs itemized under paragraphs 11.2.1.4, 11.2.1.5 and 11.2.2;

d. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.3.1.2a through 11.3.1.2d, inclusive.

11.3.2. Whenever the cost of any WORK is to be determined pursuant to paragraph 11.2.1 or 11.2.2, CONTRACTOR will submit in form acceptable to CITY an itemized cost breakdown together with supporting data.

11.4. CASH ALLOWANCES:

11.4.1. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the WORK so covered to be done by such SUB-CONTRACTORS or Suppliers and for such sums within the limit of the allowances as may be acceptable to the CITY, CONTRACTOR agrees that:

11.4.1.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.4.1.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

11.4.1.3. Prior to final payment, an appropriate Change order will be issued as recommended by CITY to reflect actual amounts due CONTRACTOR on account of WORK covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.5. UNIT PRICE WORK:

11.5.1. Where the Contract Documents provide that all or part of the WORK is to be Unit Price WORK, initially the Contract Price will be deemed to include for all Unit Price WORK an amount equal to the sum of the established unit prices for each separately identified item of Unit Price WORK times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price WORK are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR will be made by CITY in accordance with Paragraph 9.8.

11.5.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.5.3. Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

11.5.4. Where the quantity of any item of Unit Price WORK performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of WORK and if CITY believes that CONTRACTOR has incurred reduced expense as a result thereof, CITY may make a claim for a decrease in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such decrease.

11.6. OMITTED WORK:

11.6.1. The CITY may at any time, by written order, without Notice to the Sureties, require omission of such contract WORK as it may find necessary or desirable. An order for omission of WORK shall be valid only by an executable change order. All WORK so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.6.1.1. By such applicable unit prices, or rates for WORK of a similar nature or character as set forth in the contract; or,

11.6.1.2. By the appropriate lump sum price set forth in the Contract; or,

11.6.1.3. By the reasonable and fair estimated cost of such omitted WORK and profit percentage as determined by the CONTRACTOR and the CITY, and approved by the CITY.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1. The Contract Time may only be changed by a Change Order or Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to CITY promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment of the Contract Time shall be determined by CITY in accordance with Section 9.9 if the CITY and CONTRACTOR cannot otherwise agree.

No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.1.

12.1.2. All time limits stated in the Contract Documents are of the essence of the Contract.

12.1.3. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by CITY, acts or neglect of utility owners or other CONTRACTORS performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUB-CONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.1.4. Where CONTRACTOR IS prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall CITY be liable to CONTRACTOR, any SUB-CONTRACTOR, any Supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other CONTRACTORS performing other work as contemplated by Article 7.

12.1.5 Liquidated Damages. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 2.3 of the General Conditions and the Notice To Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge 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 CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraphs 2.3 of the General Conditions, and paragraph 3.1 of the Construction Contract for substantial completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 2.3 of the General Conditions and paragraph 3.1 of the construction contract for completion and readiness for final payment.

ARTICLE 13 --TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1. NOTICE OF DEFECTS:

13.1.1. Prompt notice of all defects for which CITY has actual knowledge will be given to CONTRACTOR. All defective WORK, whether or not in place, may be rejected, corrected or accepted as provided in Article 13.

13.1.2. Un-remedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment, which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the WORK to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the CONTRACTOR in the CONTRACTOR's faithful observance of the guarantee.

13.2. ACCESS TO WORK:

13.2.1 CITY and CITY'S representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3. TESTS AND INSPECTIONS:

13.3.1. CONTRACTOR shall give CITY timely notice of readiness of the WORK for all required inspections, tests or approvals.

13.3.2. If Laws or Regulations of any public body having jurisdiction require any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S requirements or CITY'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the WORK, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the WORK.

13.3.3. 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 CITY.

13.3.4. If any WORK (including the WORK of others) that is to be inspected, tested or approved is covered without written concurrence of CITY, it must, if requested by CITY, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CITY timely notice of CONTRACTOR'S intention to cover the same and CITY has not acted with reasonable promptness in response to such notice.

13.3.5. Neither observations by CITY nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the WORK in accordance with the Contract Documents.

13.4. UNCOVERING WORK:

13.4.1. If any WORK is covered contrary to the request of CITY, it must, if requested by CITY, be uncovered for CITY'S observation and replaced, at CONTRACTOR'S expense.

13.4.2. If CITY considers it necessary or advisable that covered WORK be observed by CITY or inspected or tested by others, CONTRACTOR, at CITY'S request shall uncover, expose or otherwise make available for observation, inspection or testing as CITY may require, that portion of the WORK in question, furnishing all necessary labor, material and equipment. If it is found that such WORK is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such WORK is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

13.5. CITY MAY STOP THE WORK:

13.5.1. If the WORK is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK will conform to the Contract Documents, the CITY may order 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 CONTRACTOR or any other party.

13.6. CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.6.1. If required by CITY, CONTRACTOR shall promptly, as directed, either correct all defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by CITY, remove it from the site and replace it with non-*defective* WORK. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.7. ONE-YEAR CORRECTION PERIOD:

13.7.1. If within one year after the date of Acceptance of WORK or such longer period of time as may be prescribed by Laws or Regulations or by 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*, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, 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.

13.7.2. If CONTRACTOR does not promptly comply with the terms of such instructions 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 of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

13.7.3. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.7.4. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.7.5. Where *defective* WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.7., 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.

13.8. ACCEPTANCE OF DEFECTIVE WORK:

13.8.1. If, instead of requiring correction or removal and replacement of *defective* WORK, CITY (and, prior to CITY's recommendation of final payment, also CITY) prefers to accept it, CITY may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to CITY'S evaluation of and determination to accept such *defective* WORK (such costs to be approved by CITY as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

13.8.2. If any such acceptance occurs prior to CITY'S recommendation of 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, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, CONTRACTOR will pay an appropriate amount to the CITY.

13.9. CITY MAY CORRECT DEFECTIVE WORK:

13.9.1. If CONTRACTOR fails within thirty days (30) after written notice of CITY to proceed to correct and to correct *defective* WORK or to remove and replace rejected WORK as required by CITY in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

13.9.2. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the WORK, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the WORK all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph.

13.9.3. All direct, indirect and consequential costs of the CITY in exercising such rights and remedies will be charged against CONTRACTOR by CITY and 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, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and/or replacement of WORK of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective WORK. CONTRACTOR shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to CITY. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the WORK attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1. SCHEDULE OF VALUES

14.1.1. The schedule of values established as provided in paragraph 2.6.1 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY.

14.2. UNIT PRICE BID SCHEDULE

14.2.1. Progress payments on account of Unit Price WORK will be based on the number of units completed.

14.3. APPLICATION FOR PROGRESS PAYMENTS:

14.3.1. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the CITY for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents.

14.3.2. The Application for Progress Payment shall identify, as a subtotal, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the WORK, less a deductive adjustment for materials stored which have been

installed which were not previously incorporated in the WORK, but for which payment was allowed.

14.3.3. The Net Payment Due to the CONTRACTOR shall be the above- mentioned subtotal from which shall be deducted the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by the CONTRACTOR. Retainage shall be calculated based upon the above- mentioned subtotal.

The above calculation in tabular form is as follows:

Total Earnings to Date	\$
Value of Materials Stored	\$
Less Value of Materials Stored for which payment was allowed and which have been installed	(\$)
Sub Total	\$
Less Retainage (based on sub total)	(\$)
Less total of all previous approved Applications for Progress Payment	(\$)
NET PAYMENT DUE	\$

14.3.4. The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Contract or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the WORK and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CITY has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY.

14.4. CONTRACTOR'S WARRANTY OF TITLE:

14.4.1. CONTRACTOR warrants and guarantees that title to all WORK, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

14.5. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.5.1. CITY will, within ten 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 CONTRACTOR indicating in writing CITY'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the CITY with CITY'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due will be paid by the CITY to CONTRACTOR.

14.5.2. CITY'S recommendation of any

payment requested in the application for payment shall not prohibit the CITY from withholding payment or prohibit the CITY from paying additionally sums regarding other matters or issues between the parties.

14.5.3. CITY'S recommendation of final payment will constitute an additional representation by CITY's Project Manager that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.10 have been fulfilled.

14.5.4. CITY may refuse to recommend the whole or any part of any payment if, in CITY'S opinion, it would be incorrect to make such representations to the CITY. The CITY may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CITY'S opinion to protect the CITY from loss, including but not limited to:

14.5.4.1. The WORK is *defective*, or completed WORK has been damaged requiring correction or replacement.

14.5.4.2. The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3. The CITY has been required to correct *defective* WORK or complete WORK in accordance with paragraph 13.9.1, or

14.5.4.4. Of CITY'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1.1 through 15.2.1.9 inclusive.

14.5.5. The CITY may refuse to make payment of the full amount recommended by the CITY because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the WORK, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to CITY) stating the reasons for such action.

14.6. SUBSTANTIAL COMPLETION:

(60) When the CONTRACTOR considers the entire WORK ready for its intended use, the CONTRACTOR shall notify the CITY in writing that the WORK is substantially complete and request that the CITY prepare a Certificate of Substantial Completion. For construction projects having an estimated cost of less than \$10 million, the CITY, and the CONTRACTOR shall make an inspection of the WORK shall make an inspection of the WORK within thirty (30) calendar days after the notice from the CONTRACTOR that the work is substantially complete to determine the status of completion. For construction projects having an estimated cost of more than \$10 million, the CITY, and the CONTRACTOR shall make an inspection of the WORK within thirty (30) calendar days unless otherwise extended by contract not to exceed sixty calendar days after notice from the CONTRACTOR that the work is substantially complete to determine the status of completion. If the CITY does not consider the WORK substantially complete, the CITY shall notify the CONTRACTOR in writing giving the reasons therefor. If the CITY considers the WORK to be

substantially complete, the CITY will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the CITY and CONTRACTOR, which shall fix the Date of Substantial Completion.

14.6.1. The CITY shall have the right to exclude CONTRACTOR from the WORK after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

14.7. PARTIAL UTILIZATION:

14.7.1. Use by the CITY of any finished part of the WORK, which has specifically been identified in the Contract Documents, or which the CITY and CONTRACTOR agree constitutes a separately functioning and useable part of the WORK that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the WORK, may be accomplished prior to Substantial Completion of all WORK subject to the following:

14.7.1.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the WORK which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY that said part of the WORK is substantially complete and request CITY to issue a certificate of Substantial Completion for that part of the WORK. CONTRACTOR at any time may notify the CITY in writing that CONTRACTOR considers any such part of the WORK ready for its intended use and substantially complete and request CITY to issue a certificate of Substantial Completion for that part of the WORK. Within a reasonable time after either such request, the CITY, CONTRACTOR and CITY shall make an inspection of that part of WORK to determine its status of completion. If CITY does not consider that part of the WORK to be substantially complete, CITY will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If CITY considers that part of the WORK to be substantially complete, the provisions of paragraphs 14.6.1 and 14.6.2 will apply with respect to certification of Substantial Completion of that part of the WORK and the division of responsibility in respect thereof and access thereto.

14.7.1.2. The CITY may at any time request CONTRACTOR in writing to permit the CITY to take over operation of any such part of the WORK although it is not substantially complete. A copy of such request will be sent to CITY and within a reasonable time thereafter the CITY, CONTRACTOR and CITY shall make an inspection of that part of the WORK to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY that such part of the WORK is not ready for separate operation by the CITY will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the WORK which will become binding upon the CITY and CONTRACTOR at the time when

the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed CITY). During such operation and prior to Substantial Completion of such part of the WORK, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related WORK.

14.8. FINAL INSPECTION:

14.8.1. Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, CITY will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.9. FINAL APPLICATION FOR PAYMENT:

14.9.1. After CONTRACTOR has completed in writing all such corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 14.6) and other documents--all as required by the Contract Documents, and after CITY has indicated in writing that the WORK is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the WORK.

14.10. FINAL PAYMENT AND ACCEPTANCE:

14.10.1. Upon receipt of written notice from the CONTRACTOR that the WORK has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment, Final Receipt and Release of Lien and accompanying documentation, the CITY shall promptly examine the WORK and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed WORK by a properly qualified and experienced Professional CITY, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the WORK and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the WORK for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the CITY does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CITY liable for any faulty WORK done

or defective materials or equipment used by the CONTRACTOR.

14.10.2. The CITY will then make a final estimate of the value of all WORK done and will deduct all previous payments which have been made. The CITY will report such estimate to the CITY together with the recommendation as to the acceptance of the WORK or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the CITY'S estimate and recommendation, 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, but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by CITY shall become due and will be paid to CONTRACTOR.

14.11. WAIVER OF CLAIMS:

14.11.1. The making and acceptance of final payment will constitute:

14.11.1.1. a waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens, from defective WORK appearing after final inspection pursuant to paragraph 14.8, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR'S continuing obligations under the Contract Documents; and

14.11.1.2 a waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and still unsettled.

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

CITY MAY SUSPEND WORK:

15.1.1. The CITY may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CITY which will fix the date on which WORK will be resumed. CONTRACTOR shall resume the WORK on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

15.2. CITY MAY TERMINATE

15.2.1. Upon the occurrence of any one or more of the following events:

15.2.1.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or

insolvency;

15.2.1.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.1.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.1.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.1.6. If CONTRACTOR fails to perform the WORK in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.6 as revised from time to time);

15.2.1.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.1.8. If CONTRACTOR disregards the authority of CITY; or

15.2.1.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

the CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the WORK and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the WORK all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the WORK as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the WORK including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by CITY and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the WORK performed.

15.2.2. Where CONTRACTOR'S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.2.3. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the CONTRACTOR, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the WORK and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to SUB-CONTRACTORS or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

15.3. CONTRACTOR MAY STOP WORK OR TERMINATE:

15.3.1. If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or CITY fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY, terminate the Contract and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the WORK completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Contract, if CITY has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to the CITY stop the WORK until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.13 to

carry on the WORK in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

ARTICLE 16 – DISPUTE RESOLUTION

16.1. All claims, disputes and other matters in question between CITY and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to CITY initially for the decision in accordance with paragraph 9.9 will be made until the earlier of (a) the date on which CITY has rendered a written decision or (b) the thirty-first (31st) day after the parties have presented their evidence to CITY if a written decision has not been rendered by CITY before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty (30) days after the date on which CITY has rendered a written decision in respect thereof in accordance with paragraph 9.9; and the failure to demand arbitration within said thirty (30) days' period will result in CITY's decision being final and binding upon CITY and CONTRACTOR. If CITY renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of CITY rendered in accordance with paragraph 9.8 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.8.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration, and a copy will be sent to CITY for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter question would be barred by the applicable statute of limitations.

16.4. Except as provided in paragraph, 16.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including CITY and the officers, directors, agents, employees or any of them) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceeding, and

16.4.3. the written consent of the other person or entity sought to be included and of CITY and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. Notwithstanding paragraph 16.4 if a claim, dispute or other matter in question between CITY and CONTRACTOR involves the Work of a SUB-CONTRACTOR, either CITY or CONTRACTOR may join such SUB-CONTRACTOR as a party to the arbitration between CITY and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.5.5 a specific provision whereby the SUB-CONTRACTOR consents to being joined in arbitration between CITY and CONTRACTOR involving the Work of such SUB-CONTRACTOR. Nothing in this paragraph 16.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of SUB-CONTRACTOR and against CITY that does not otherwise exist.

16.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.7. CITY and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.1 through 16.6, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.2 and 16.3 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

ARTICLE 17 -- MISCELLANEOUS

17.1. GIVING NOTICE:

17.1.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2. COMPUTATION OF TIME:

17.2.1. When any period of time is referred to in the

Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.3. NOTICE OF CLAIM:

17.3.1. Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. CUMULATIVE REMEDIES:

17.4.1. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY thereunder, are in addition to , and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract.

17.4. ACCIDENT AND PREVENTION:

17.4.1. The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General CONTRACTORS of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from WORK, arising out of and in the course of employment on WORK under the Contract. The CONTRACTOR shall promptly furnish the Local Public Agency with reports concerning these matters.

17.5. NATIONAL EMERGENCY

17.5.1. In the event the CITY is prevented from proceeding with any or all of this WORK as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, CITY, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY

herein reserves the right to either suspend the WORK to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the WORK herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

17.6. FLORIDA PRODUCTS AND LABOR:

17.6.1. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

17.7. EMPLOYEES:

17.7.1. All labor described in these specifications or indicated on the Drawings and the WORK specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2. Any person employed on the WORK who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this WORK or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the WORK. Any interference with, or abuse or threatening conduct toward the CITY or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the WORK. No intoxicating substance shall be allowed on the WORK site.

17.8. NON-DISCRIMINATION:

17.8.1. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all SUB-CONTRACTORS and it is the responsibility of the SUB-CONTRACTOR compliance.

17.9. DRUG-FREE WORKPLACE:

17.9.1. The CITY requires all prospective CONTRACTORS to maintain a drug free work place and have their Drug Free Workplace policy posted in their offices and available for inspection by the CITY.

17.10. PUBLIC ENTITY CRIMES:

17.10.1. Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, SUB-CONTRACTOR, or CITY under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

17.11. ASSIGNMENT:

17.11.1. This Contract, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

17.12. VENUE:

17.12.1. This Contract shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Contract is fixed in Broward County, Florida.

17.13. ASBESTOS:

17.13.1. If the CONTRACTOR during the course of the WORK observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY. The CITY shall consult with the CITY regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any WORK pertinent to the asbestos material prior to receipt of special instructions from the CITY.

17.14. RIGHT TO AUDIT:

17.14.1. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. 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 and for which claim has been submitted. 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 CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all SUB-CONTRACTORS. 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 accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

(END)

CHANGE ORDER

PROJECT: _____ CHANGE ORDER #: _____
CONTRACT #: _____
ISSUE DATE: _____
EFFECTIVE DATE: _____
CONTRACTOR: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

1. DESCRIPTION:
2. REASON:

CHANGE IN CONTRACT PRICE:
ORIGINAL CONTRACT PRICE

\$ _____

NET CHANGES FROM PREVIOUS CHANGE
ORDERS No. _____ TO No: _____

\$ _____

CONTRACT PRICE PRIOR TO THIS CHANGE ORDER
ORDER

\$ _____

NET INCREASE (DECREASE) OF THIS CHANGE
ORDER

\$ _____

CONTRACT PRICE WITH ALL APPROVED CHANGE
ORDERS

CHANGE IN CONTRACT TIME:
ORIGINAL CONTRACT TIME

NET CHANGES FROM PREVIOUS CHANGE
ORDERS No. _____ TO No: _____

COMPLETION DATE: _____
DAYS

CONTRACT TIMES PRIOR TO THIS CHANGE

COMPLETION DATE: _____

NET INCREASE (DECREASE) OF THIS CHANGE
ORDER

COMPLETION DATE: _____
DAYS

CONTRACT TIME WITH ALL CHANGE ORDERS

\$ _____

COMPLETION DATE: _____

ENGINEER/CITY
RECOMMENDED:

CITY APPROVED:

CONTRACTOR ACCEPTED:

BY: _____

BY: _____

BY: _____

PRINTED: _____

PRINTED: _____

PRINTED: _____

TITLE: _____

TITLE: _____

TITLE: _____

TYPED
DATE: _____

TYPED
DATE: _____

TYPED
DATE: _____

APPROVED FOR FUNDS:

APPROVED BY:

FINANCE DIRECTOR

DATE

CITY MANAGER

DATE

DAILY CONSTRUCTION REPORT

PROJECT: _____ DATE: _____
 NAME: _____ CONTRACTOR: _____
 WORK STARTED: _____ WORK COMPLETED: _____
 RPR HOURS THIS PROJECT: _____ OTHER WORK: _____

1. WEATHER
☐ Sunny ☐ Overcast Temp. Range AM °F
☐ Cloudy ☐ Windy PM °F
 Duration: _____ Precipitation Type: _____
2. GROUND CONDITIONS
☐ Saturated ☐ Dry ☐ Wet but workable
3. RECORD OF LABOR

CONTRACTOR	Type	No.	Hrs.	CONTRACTOR	Type	No.	Hrs.

4. EQUIPMENT

CONTRACTOR	Type	Model	Hrs.	Use

5. MATERIAL RECEIVED

Received By	Type	Quantity	Supplier	Use

FINAL WAIVER, RECEIPT AND RELEASE OF LIEN

STATE OF _____

COUNTY OF _____

The undersigned CONTRACTOR being first duly sworn, deposes and says, as follows:

1. In consideration of the final payment in the amount of \$ _____, CONTRACTOR hereby waives and releases its lien and any and all right to claim a lien for labor, services or materials furnished to the City of Lauderdale Lakes (CITY) to the following described property:

PROJECT NAME

CONTRACT NO.

2. CONTRACTOR has fully completed all construction and work under the Contract and Title to all work, materials and equipment under the Contract passes to the CITY at the time of final payment, free and clear of all liens. Furthermore, all labors, and materials and SUB-CONTRACTORS have been paid in full for performing or furnishing the work under the Contract as evidenced by the attached signed copies of their Final Receipt and Release of Lien.

3. The above payment includes full and final payment for all extra work, material and incidentals.

4. All non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Affiant CONTRACTOR

ATTEST:

Corporate Secretary
(SEAL)
Title

Signature

Sworn to and subscribed before me on this _____ day of _____,
20____ by _____ who O is personally known to me or who O has presented the
following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME _____

CONTRACT NO _____

TO: City of Lauderdale Lakes, Florida (CITY)

AND TO:
(CONTRACTOR)

FROM: (CITY)

The WORK to which this Certificate applies has been inspected by authorized representatives of the CITY, CONTRACTOR and CITY, and that WORK is hereby declared to be substantially complete in accordance with the Contract Documents on:

(Date of Substantial Completion)

This Certificate of Substantial Completion applies to all WORK under the Contract Documents or to the following specified parts thereof:

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 in it does not alter the responsibility of CONTRACTOR to complete all the WORK in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of Substantial Completion.

The responsibilities between the CITY and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

CITY:

CONTRACTOR:

The following documents are attached to and made a part of this Certificate:

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 CITY on _____, 20____.

By: _____

Title: _____

CONTRACTOR accepts this Certificate of Substantial Completion:

Date: _____

CONTRACTOR: _____

By: _____

Title: _____

The CITY accepts this Certificate of Substantial Completion:

Date: _____

By: _____

Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

PROJECT#:

APPLICATION NO:

0

PERIOD TO:

PROJECT NOS:

FROM CONTRACTOR:

VIA ENGINEER:

PAGE ONE OF

PAGES

Distribution to:

OWNER

ENGINEER

CONTRACTOR

PROJECT NAME:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM

\$

2. Net change by Change Orders

\$

0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$

0.00

4. TOTAL COMPLETED & STORED TO

\$

0.00

DATE (Column G on G703)

5. RETAINAGE:

a. % of Completed Work

\$

0.00

(Column D + E on G703)

b. % of Stored Material

\$

Included in above

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

\$

0.00

6. TOTAL EARNED LESS RETAINAGE

\$

0.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

\$

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$

0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$

0.00

(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved			
in previous months by Owner			
Total approved this Month			
TOTALS		\$0.00	\$0.00

NET CHANGES by Change Order

\$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-055 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2022, PERIOD 7 (APRIL); FINANCIAL ACTIVITY REPORTS, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES

Summary

This resolution serves to ratify the filing and presentation of the City's Fiscal Year April FY 21-2022 (Period 7) Financial Activity Reports prepared by the Financial Services Department.

Staff Recommendation

Background:

Staff recommends the City Commission accept the filing of the City's Fiscal Year 2022 Financial Activity Reports for the month of April FY 21-2022 (Period 7) Financial Activity Reports.

The intended purpose of this agenda item is to provide for the Financial Reporting as required under Ordinance No. 2011-22;

Section 82-304 – Financial Reporting

The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The Financial Services Department shall be responsible for issuing the monthly reports to departments, the Mayor and City Commission, and provide any information regarding any potentially adverse trends or conditions.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Asheley A. Hepburn, MPA – Director, Financial Services Department

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-055 - Financial Report	Resolution
❑ Exhibit A - Financial Activity Report	Exhibit

1 RESOLUTION 2022-055

2
3 A RESOLUTION RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S
4 FISCAL YEAR 2022, PERIOD 7 (APRIL); FINANCIAL ACTIVITY REPORTS, AS
5 PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE
6 PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL
7 INTEGRITY PRINCIPLES AND FISCAL POLICIES; A COPY IS ATTACHED HERETO
8 AS EXHIBIT A, A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE
9 CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
10 PROVIDING AN EFFECTIVE DATE.

11
12 WHEREAS, the City of Lauderdale Lakes' ("City") City Manager's Office has recommended,
13 and the City Commission has accepted such recommendation, that the affairs of the City should
14 be conducted in a manner which is open and transparent;

15 WHEREAS, pursuant to Section 82-327, City of Lauderdale Lakes Code of Ordinances, the
16 Financial Services Department shall report the financial affairs of the City to the Mayor and City
17 Commission on a monthly basis; and

18 WHEREAS, the City Manager, in compliance Section 82-327, has adopted a policy of
19 making such reports on a monthly basis and is seeking the City Commission's acceptance of such
20 monthly reports.

21 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
22 LAUDERDALE LAKES AS FOLLOWS:

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

26 Section 2. RATIFICATION: The City Commission hereby ratifies the City Manager's
27 filing of the City Fiscal Year 2022, April (Period 7); Financial Activity Report, as prepared by the

Department of Financial Services for the purpose of conforming with the City's Adopted Financial Integrity Principles and Fiscal Policies.

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

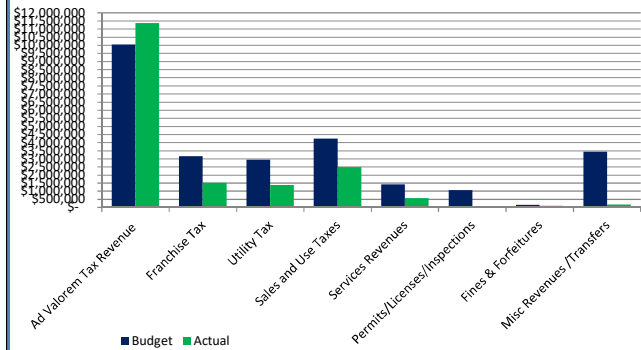
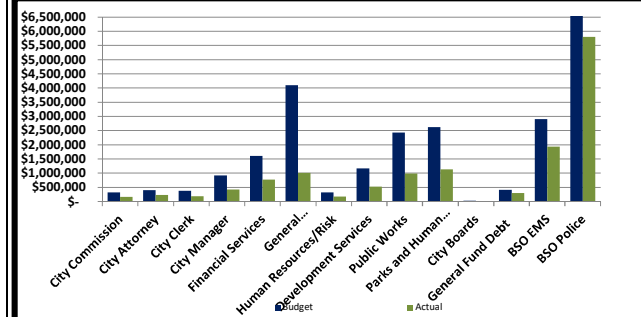
Sponsored by: ASHELEY A. HEPBURN, MPA, DIRECTOR, FINANCIAL SERVICES DEPARTMENT

VOTE:

Mayor Hazelle Rogers	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Marilyn Davis	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Beverly Williams	_____ (For)	_____ (Against)	_____ (Other)

CITY OF LAUDERDALE LAKES
FY 2022 Monthly Financial Activity Report
as of 4/30/2022
(58% of year elapsed)

EXHIBIT A

General Fund Summary					Other Major Funds				
	Budget	Year-to-Date	%		Budget	Year-to-Date	%		
Revenue	\$ 26,469,656	\$ 17,647,163	67%	101 Fire Rescue Fund	Revenues	\$ 7,045,831	\$ 6,089,839	86%	
Expenditure	\$ 26,469,656	\$ 13,725,877	52%		Expenses	\$ 7,045,831	\$ 4,501,695	64%	
General Fund Revenues					112 Alzheimer Care				
	Budget	Year-to-Date	%		Revenues	\$ 676,943	\$ 102,788	15%	
Ad Valorem Tax Revenue	\$ 10,039,833	\$ 11,362,009	113%		Expenses	\$ 676,943	\$ 220,244	33%	
Franchise Tax	\$ 3,149,200	\$ 1,508,460	48%	109 CRA					
Utility Tax	\$ 2,935,000	\$ 1,387,834	47%	Revenues	\$ 13,189,242	\$ 4,071,833	31%		
Sales and Use Taxes	\$ 4,250,191	\$ 2,485,197	58%	Expenses	\$ 13,189,242	\$ 1,225,572	9%		
Services Revenues	\$ 1,418,602	\$ 579,333	41%	116 Gas Tax					
Permits/Licenses/Inspections	\$ 1,073,281	\$ 61,106	6%	Revenues	\$ 648,596	\$ 438,326	68%		
Fines & Forfeitures	\$ 162,500	\$ 94,506	58%	Expenses	\$ 648,596	\$ 260,012	40%		
Misc Revenues /Transfers	\$ 3,441,049	\$ 168,718	5%						
Total Revenues	\$ 26,469,656	\$ 17,647,163	67%	205 Debt Service					
Revenue by Source					Budget	Year-to-Date	%		
					Revenues	\$ 1,560,497	\$ 1,446,367	93%	
					Expenses	\$ 1,560,497	\$ 574,007	37%	
					401 Stormwater				
					Revenues	\$ 8,147,651	\$ 1,090,180	13%	
					Expenses	\$ 8,147,651	\$ 736,011	9%	
					403 Solid Waste				
					Revenues	\$ 1,658,899	\$ 1,203,220	73%	
					Expenses	\$ 1,658,899	\$ 647,173	39%	
					405 Building Svcs				
					Revenues	\$ 1,291,237	\$ 888,166	69%	
					Expenses	\$ 1,291,237	\$ 449,785	35%	
General Fund Expenditures					Other Budgeted Funds				
Department	Budget	Year-to-Date	%		102/107 Grants/LETF	Budget	Year-to-Date	%	
City Commission	\$ 326,378	\$ 167,583	51%		Revenues	\$ 4,655,136	\$ 582,907	13%	
City Attorney	\$ 410,810	\$ 236,471	58%		Expenses	\$ 4,655,136	\$ 582,907	13%	
City Clerk	\$ 389,127	\$ 190,479	49%	103 Impact Fee					
City Manager	\$ 927,519	\$ 434,152	47%	Revenues	\$ 680,000	\$ 4,200	1%		
Financial Services	\$ 1,614,098	\$ 774,999	48%	Expenses	\$ 680,000	\$ 4,200	1%		
General Administration	\$ 4,109,211	\$ 1,011,632	25%	110 Arts in Public..					
Human Resources/Risk	\$ 325,263	\$ 185,439	57%	Budget	Year-to-Date	%			
Development Services	\$ 1,168,983	\$ 525,291	45%	Revenues	\$ 18,000	\$ -	0%		
Public Works	\$ 2,432,355	\$ 990,407	38%	Expenses	\$ 18,000	\$ -	0%		
Parks and Human Services	\$ 2,624,395	\$ 1,134,420	47%	111 Code Enforcement					
City Boards	\$ 31,300	\$ 6,571	21%	Revenues	\$ 10,000	\$ -	0%		
General Fund Debt	\$ 412,740	\$ 309,487	75%	Expenses	\$ 10,000	\$ -	0%		
BSO EMS	\$ 2,904,986	\$ 1,938,703	67%	113 CDBG Programs					
BSO Police	\$ 8,792,491	\$ 5,804,915	66%	Revenues	\$ 220,485	\$ 33,881	15%		
COVID-19 Reporting	\$ -	\$ 15,328	100%	Expenses	\$ 220,485	\$ -	0%		
Total Expenditures	\$ 26,469,656	\$ 13,725,877	52%	118 Housing Repair					
Note(s):					Budget	Year-to-Date	%		
					Revenues	\$ 35,000	\$ 31,435	90%	
					Expenses	\$ 35,000	\$ 31,435	90%	
					315 Capital				
					Revenues	\$ 2,084,250	\$ 83,754	4%	
					Expenses	\$ 2,084,250	\$ 83,754	4%	
					319 Surtax Transport.				
					Revenues	\$ 1,424,163	\$ -	0%	
					Expenses	\$ 1,424,163	\$ -	0%	
General Fund Expenses by Department					Budget Amendment(s) Reflected as of April 30, 2022				
					Fund Impacted	Amt of Change	Justification	Approved	
					N/A				N/A
					Use of Contingency Allocation - \$142,511 (Adopted Amt)				
					Description of Use			Amt	
					N/A			N/A	
					Current Balance Available				
					Signatures				
					Asheley Hepburn, MPA			05/18/2022	
					Financial Services Director			Date	
					I/We certify the information provided to be true and accurate to the best of my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines.				

FY 2022 General Fund Financial Summary Report
As of April 30, 2022 (58% of year elapsed)
Data as of: 5/18/2022

General Fund Revenue 67%:

- **Ad Valorem Revenue** is 113% of the budget or \$11,362,009. These proceeds include prior year Ad Valorem Revenue. Annually, 90% of these revenues are received in December through March; remaining 10% are collected throughout the year.
- **Franchise Taxes** are 48% of the budget or \$1,508,460. Included in this category are state revenue and revenue from franchise agreements, which are collected generally 2 months in arrears.
- **Utility Taxes** are 47% of the budget or \$1,387,834. This category of revenue includes taxes on public services, which are collected generally 2 months in arrears.
- **Sales and Use Taxes** are 58% of the budget or \$2,485,197. Included in this category are State Revenue, which are generally collected 2 months in arrears. Included in this category are intergovernmental revenue from the Federal, State and County governments.
- **Service Revenues** are 41% of the budget or \$579,333. The most significant portion of the Service Revenue is related to EMS services, approximately 85% of the budget.
- **Permits/Licenses/Insp Revenue** is 6% of the budget or \$61,106. This category of revenue includes Business Tax Receipts which are received in the first quarter of the fiscal year; remaining revenue trickles in throughout the year.
- **Fines & Forfeitures** are 58% of the budget or \$94,506. The year to date activity is reflective of the Sopher Investment settlement. Additional revenue sources in this category includes payment of fines and liens from code enforcement actions.
- **Miscellaneous Revenue** is 5% of the budget or \$168,718. A significant portion of this revenue source includes cost allocation revenues and appropriations from the fund balance, of which are processed towards the end of the fiscal year. Additional revenue sources in this category includes earned interest, one-time payments, donations, administrative fees, etc.

General Fund Expenditure 52%:

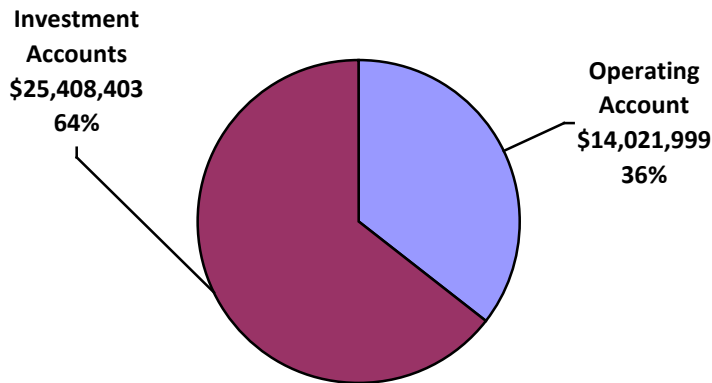
- **Mayor & City Commission Office** expenditures are 51% of the budget or \$167,583.
- **City Attorney** expenditures are 58% of the budget or \$236,471. Please note legal services related to the Sopher Building Settlement, which we received additional revenue from, offset these expenses.
- **City Clerk's Office** is 49% of budget or \$190,479. Expenses are less than budget.
- **City Manager Office** is 47% of budget the budget or \$434,152. Expenses are less than budget.
- **Financial Services Department** is 48% of the budget or \$774,999. Expenses are less than budget.
- **General Administration** is 25% of the budget or \$1,011,632. Expenses are less than budget.
- **Human Resources & Risk Management** is 57% of budget or \$185,439.

FY 2022 General Fund Financial Summary Report
As of April 30, 2022 (58% of year elapsed)
Data as of: 5/18/2022

- **Development Services** is 45% of budget or \$525,291. Expenses are less than budget due to personnel savings resulting from vacancies.
- **Public Works** is 38% of budget of the budget or \$990,407. Expenses are less than budget.
- **Parks and Human Services** is 47% of budget or \$1,134,420. Expenses are less than budget.
- **City Boards** are 21% of the budget or \$6,571. Expenses are less than budget.
- **Gen. Fund Debt** is 75% of the budget or \$309,487. Invoices are being processed and will reflect in future reports.
- **BSO EMS** is 67% of budget or \$1,938,703. Payments to BSO include an advance payment.
- **BSO Police** is 66% of budget or \$5,804,915. Payments to BSO include an advance payment.
- **COVID-19** expenses are \$15,328. All of the expenses falls under emergency activities in our response to the Coronavirus.

General Government Cash Management

Description	Balances		
	April 30, 2022	April 30, 2021	Difference
Operating Account	\$14,021,998.58	\$11,544,153.14	\$2,477,845.44
Investments	\$25,408,402.89	\$14,831,778.12	\$10,576,624.77
Total	\$39,430,401.47	\$26,375,931.26	\$13,054,470.21



CITY OF LAUDERDALE LAKES
FY 2022 Monthly Financial Activity Report
as of 4/30/2022
(58% of year elapsed)

Alzheimer Care Center Fund

112 Alzh. Care Center-Rev.	Budget	Year-to-Date (April 30, 2022)	% Credited
334691 Grant-Older Americans A	\$55,459.00	\$22,105.98	40%
337604 Alzheimer - American El	\$31,000.00	\$12,730.28	41%
337611 Alz Caregiver Resource	\$0.00	\$8,739.39	0%
337612 Sunshine Health/Tango	\$25,000.00	\$700.00	3%
337613 Little Havana	\$5,000.00	\$0.00	0%
346900 Client Services	\$6,000.00	\$1,494.22	25%
346901 Alzheimer - Private Pay	\$1,000.00	\$0.00	0%
346902 Client Co - Payments	\$2,000.00	\$801.45	40%
334690 GrantAlz Disease Initi	\$551,484.00	\$111,663.24	20%
01-Revenue Total	\$676,943.00	\$158,234.56	23%
1210 Regular Salaries	\$271,247.00	\$151,363.52	56%
1250 Vacation Buy Back	\$3,500.00	\$0.00	0%
1410 Overtime	\$4,800.00	\$116.19	2%
2110 FICA Taxes	\$23,681.83	\$11,214.23	47%
2210 Retirement Contribution	\$30,125.17	\$14,128.70	47%
2310 Life & Health Insurance	\$88,023.00	\$25,712.62	29%
2350 Cafeteria	\$5,432.00	\$812.78	15%
02-Personnel Total	\$426,809.00	\$203,348.04	48%
3410 Other Contractual Service	\$218,967.00	\$5,976.84	3%
4010 Travel & Per Diem	\$500.00	\$0.00	0%
¹ 4110 Telecommunications	\$1,053.00	\$128.50	12%
4311 Water & Sewer	\$0.00	\$2,169.18	0%
4610 Repairs & Maintenance Bui	\$300.00	\$0.00	0%
5110 Office Supplies	\$750.00	\$235.24	0%
5210 Property & Maintenance Su	\$282.00	\$0.00	0%
5212 Misc. Operating Supplies	\$26,982.00	\$8,341.15	31%
5410 Subscriptions & Membershi	\$300.00	\$44.66	15%
² 5510 Training	\$1,000.00	\$0.00	0%
03-Operating Expenditures Total	\$250,134.00	\$16,895.57	7%
Total Expenses	\$676,943.00	\$220,243.61	32.54%
Alzheimer Care Center	\$0	(\$62,009.05)	

Note(s):

¹ Adult Care Food Program and Pioneer Nursing Services (contractual nurses)

² Broward Meals on Wheels, medical supplies, GA Food Service and operating costs

**Alzheimer Care Center Hours
of Operation:**
Mon-Fri: 7am-6pm
Sat: 8am-2pm

Data as of: 05/18/2022

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2022-056 AUTHORIZING THE REPLACEMENT OF THE ROOF AT CITY HALL BY THE CONTRACTOR PROVINCIAL SOUTH, INC. D/B/A PSI ROOFING, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEMS (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 211001 (“CONTRACT”)

Summary

This resolution authorizes the use of the Job Order Contract No. 211001 with Provincial South, Inc. dba PSI Roofing, to complete the City Hall Building Roof Replacement through the Cooperative Program, The Interlocal Purchasing System (TIPS), in an amount not to exceed \$730,800.

Staff Recommendation

Background:

A comprehensive assessment of the City’s facilities was conducted by Alexis Knight Architects in fiscal year 2020. The findings of the report identified deterioration in the roofing system and recommends replacement.

The City received an estimate from the contracted vendor, Provincial South, Inc. dba PSI Roofing in an amount of \$649,600 to apply a three-ply modified system with tapered LWIC and XPS insulation to the 17,700 square feet structure. An additional 12.5% (\$81,200) contingency is requested to be included in the award for conditions that may present itself once the deteriorated roof is removed. The total amount requested is \$730,800. It is anticipated that the project will be substantially completed within 120 days.

City staff is requesting to utilize this contract in accordance with the City’s Procurement Code, Section 82-358(d), which allows cooperative purchasing. The contract was awarded through the cooperative purchasing methodology used by The Interlocal Purchasing System (TIPS). The contract competitively bid and awarded.

Funding Source:

General CIP Fund, 3151319-6210

Fiscal Impact:

There is a fiscal impact in the amount of \$730,800. This project was budgeted as a part of the approved CIP Plan. It is anticipated that the project will be completed during this fiscal year.

Sponsor Name/Department: Asheley A. Hepburn, Director, Financial Services and Ron Desbrunes, Director, Public Works

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-056 Piggyback Authorization - PSI	Resolution
❑ Exhibit A - Job Order Contract - PSI	Exhibit
❑ Exhibit B - Price Estimate	Exhibit

RESOLUTION 2022-056

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE REPLACEMENT OF THE ROOF AT CITY HALL BY THE CONTRACTOR PROVINCIAL SOUTH, INC. D/B/A PSI ROOFING, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEMS (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 211001 ("CONTRACT") AND THE CITY HALL BUILDING ROOF PROPOSAL, PURSUANT TO ARTICLE XIII, SECTION 82-358(d) OF THE LAUDERDALE LAKES PROCUREMENT CODE (COOPERATIVE PURCHASING), IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THIRTY THOUSAND EIGHT HUNDRED AND NO/100 \$730,800.00) DOLLARS, A COPY OF SAID CONTRACT AND THE CITY HALL BUILDING ROOF PROPOSAL ARE ATTACHED HERETO AS **EXHIBIT "A"** AND **EXHIBIT "B,"** RESPECTIVELY, AND FACSIMILE COPIES OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alexis Knight Architects ("Architect") conducted a comprehensive assessment of the City of Lauderdale Lakes' ("City") facilities in fiscal year 2020. The findings of the report identified deterioration in the roofing system and the Architect recommends replacement of the roofing system;

WHEREAS, pursuant to that certain The Interlocal Purchasing Systems (TIPS) Cooperative Program Contract No. 211001 ("Contract") the City received a proposal from the contracted vendor, Provincial South, Inc. d/b/a PSI Roofing in an amount of Six Hundred Forty-Nine Thousand Six Hundred and No/100 (\$649,600.00) Dollars to apply a three-ply modified system with tapered LWIC and XPS insulation to the 17,700 square feet structure. An additional 12.5% (a total of Eighty-One Thousand Two Hundred and No/100 (\$81,200.00) Dollars) contingency is requested to be included in the award for conditions that may present once the deteriorated roof is removed. The total amount requested is Seven Hundred Thirty Thousand Eight Hundred and

No/100 (\$730,800.00) Dollars to replace the roof at the City Hall building (the “City Hall Building Roof Proposal”);

WHEREAS, the Contract was awarded by TIPS, utilizing a competitive selection process to award Contract No. 211001. City Staff is requesting to utilize this contract in accordance with the Lauderdale Lakes Procurement Code, Section 82-358(d), which provides for cooperative purchasing as an exclusion or exception to the bid and proposal requirements of the Procurement Code;

WHEREAS, the City’s Director of Financial Services has deemed it to be in the best interests of the City, and given the time, expense and marketplace factors make it financially advantageous for the City to utilize the Contract in accordance with the Lauderdale Lakes Procurement Code, Section 82-358(d), which provides for cooperative purchasing, in an amount not to exceed Seven Hundred Thirty Thousand Eight Hundred and No/100 (\$730,800.00) Dollars. Copies of the Contract and the City Hall Building Roof Proposal are attached hereto as **Exhibit “A”** and **Exhibit “B,”** respectively; and

WHEREAS, City Staff has determined that adequate funds are available in the General CIP Fund, 3151319-6210, for the fiscal year, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission, in accordance with Article XIII, Section 82-358(d), hereby authorizes the City Manager to take such steps as necessary to execute that

1 certain agreement between the City of Lauderdale Lakes and Provincial South, Inc. d/b/a PSI
2 Roofing in accordance with the terms and conditions of The Interlocal Purchasing Cooperative
3 Program Contract No. 211001, a copy of which is attached hereto as **Exhibit "A,"** and the City Hall
4 Building Roof Proposal attached hereto as **Exhibit "B."**

5 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
6 Manager, is hereby authorized to obtain three (3) fully executed copies of the subject agreement,
7 with one (1) to be maintained by the City, with one (1) to be delivered to Provincial South, Inc.
8 d/b/a PSI Roofing, and with one (1) to be directed to the Office of City Attorney.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Director, Financial Services and Ron Desbrunes, Director,
Public Works

VOTE:

Mayor Hazelle Rogers	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Marilyn Davis	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Beverly Williams	_____ (For)	_____ (Against)	_____ (Other)

TIPS VENDOR AGREEMENT (JOC)

Between Provincial South, Inc. dba PSI Roofing **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 211001 Job Order Contracting

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **two (2) years** with an option for renewal extension for an additional **three (3)** consecutive **one (1) year** terms. The **first** renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional **one (1) year** renewal extension. If TIPS offers the **second and third one (1) year renewal extension terms**, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **two** years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly

basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that

any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect

of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion

notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, **"Scheduling of Projects"**.

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

Certifications.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:**




All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RCSP 211001 Job Order Contracting (JOC)

Company Name Provincial South Inc dba PSI Roofing
Address 792 NE 45th St
City Oakland Park State FL Zip 33334
Phone 954-791-7663 Fax 954-202-2044
Email of Authorized Representative psouza@psi-roofing.com
Name of Authorized Representative Paulo Souza
Title President
Signature of Authorized Representative 
Date 10/28/21
TIPS Authorized Representative Name David Fitts
Title Executive Director
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 1/27/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



211001 Addendum 1

PSI Roofing

Provincial South, Inc.

Supplier Response

Event Information

Number: 211001 Addendum 1

Title: Job Order Contracting

Type: Request for Proposal

Issue Date: 10/7/2021

Deadline: 11/22/2021 03:00 PM (CT)

Notes: Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

Address: Region VIII Education Service Center
Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

PSI Roofing Information

Contact: Poul Folkersen
Address: 792 NE 45th St
Oakland Park, FL 33334
Phone: (954) 791-7663 x228
Fax: (954) 202-2044
Email: pfolkersen@psi-roofing.com
Web Address: www.psi-roofing.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Paulo Souza

Signature

Submitted at 11/19/2021 1:59:50 PM

psouza@psi-roofing.com

Email

Requested Attachments

Vendor Agreement

PSI Vendor Agreement JOC 211001.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

PSI - Agreement Signature Form 211001 JOC.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Reference Form

PSI Reference_Form 211001 JOC rev.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Screenshot 2021-11-14 19.20.08.png

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Warranty

PSI Warranties Submittal.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

2018 PSI Brochure (Email Version).pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

PSI Licenses.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

PSI Logo.jpg

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

PSI CERTIFICATION_OF_CORPORATE_OFFERER_FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

PSI - CONFIDENTIALITY CLAIM FORM 211001.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

2021 PSI Roofing Bondability Letter.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

Form W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

OPTIONAL PRICING EXHIBIT

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK (PSI).pdf

XACTIMATE UNIT PRICE BOOK

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Bid Attributes

1	<div>Yes - No</div> <div>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</div> <div>No</div>
---	---

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

PSI Roofing and Restorations has been in business since 1994, and with our staff, we have over 100 years of combined roofing and restoration experience. We are located in Fort Lauderdale, FL but our services extend well beyond our borders. While our specialty is re-roofing and restoring occupied commercial buildings, we offer a full range of roofing and restoration services to meet all your needs, using only the best materials and offering the best warranties.

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Primary Contact Email

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

10 Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Poul Folkersen"/>
1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Director of Sales"/>
1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="pfolkersen@psi-roofing.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9547917663"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9542022044"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9542992750"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Poul Folkersen"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="pfolkersen@psi-roofing.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9547917663"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Poul Folkersen"/>

2 2	Purchase Order Contact Email Purchase Order Contact Email <input style="width: 90%;" type="text" value="pfolkersen@psi-roofing.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 80%;" type="text" value="9547917663"/>
2 4	Company Website Company Website (Format - www.company.com) <input style="width: 80%;" type="text" value="www.psi-roofing.com"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input style="width: 90%;" type="text" value="PSI Roofing"/>
2 6	Primary Address Primary Address <input style="width: 90%;" type="text" value="792 NE 45th St."/>
2 7	Primary Address City Primary Address City <input style="width: 90%;" type="text" value="Oakland Park"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input style="width: 90%;" type="text" value="FL"/>
2 9	Primary Address Zip Primary Address Zip <input style="width: 90%;" type="text" value="33334"/>
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input style="width: 95%; height: 60px;" type="text" value="roofing, waterproofing, PSI, PSI-Roofing, Construction, General Construction, Asset Management, Disaster Response, Emergency Response, Emergency, Roof Repair, Roof, Repair, replacement, restoration, maintenance, warranty, monitoring, inspection, infrared, drone, Garland, Duro-Last, Duro, insurance, adjusters, Durolast"/>

3
1

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

3
2

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

3
3

Company Residence (City)

Vendor's principal place of business is in the city of?

3
4

Company Residence (State)

Vendor's principal place of business is in the state of?

3
5

TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
6

Yes - No

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
7**PRICING OF Regular Hours Coefficient****What is your regular hours coefficient for the RS Means Price Book?**

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

3
8**PRICING OF After Hours Coefficient****What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?**

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

3
9**PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book****What is your proposed Markup Percentage on materials not found in the RS Means Price Book?**

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

4
0**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4 1	Years in Business as Proposing Company Years in business as proposing company? <input type="text" value="27"/>
4 2	Right of Refusal The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.
4 3	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
4 4	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
4 5	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
4 6	Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>

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7

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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8

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary 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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☒ Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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6**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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7**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5
8**2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59

2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

60

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

61

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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2 CFR PART 200 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

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3

2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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4

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 influencing or attempting to influence 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to the above Attribute, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

6
6

Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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7

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

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Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

6
9**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

7
0**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

☒ Yes, I Agree (Yes)

7
1**Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

☐ Yes, I Agree

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2**Remedies Explanation of No Answer**

No response

7
3**Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

☒ Yes, I Agree (Yes)

7
4**Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

7
5**Alternative Dispute Resolution Explanation of No Answer**

No response

7
6**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

7
7**Infringement(s) Explanation of No Answer**

No response

7
8**Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

Yes, I Agree

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9

Acts or Omissions Explanation of No Answer

No response

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Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☒ Yes, I Agree (Yes)

8
1

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☒ Yes, I Agree (Yes)

8 Insurance and Fingerprint Requirements Information

2

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None

8
4**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8
5**Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8
6**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
7**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8
8**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

8
9**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

9
0**Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

9
1 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9
2 **Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
3 **Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
4 **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
5 **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

9
6 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

9
7**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

9
8**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

9
9**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

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0**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

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1**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

References

TIPS RFP 211001 Job Order Contracting

PSI Roofing

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE
UPLOADED IN EXCEL FORMAT.**

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years.

Additional references may be required.

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone	Office
City of Hallandale Beach	Freddie La Rosa	elarosa@hallandalebeachfl.gov	754.246.4261	954.457.1600
City of Tamarac	Thomas Vreeland	tom.vreeland@tamarac.org	954.818.2432	954.597.3731
City of Coconut Creek	Lou Italico	litalico@coconutcreek.net	954.448.9154	954.956.1496

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Provincial South Inc dba PSI Roofing
(Name of Corporation)

Dina Gockerell certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Paulo Souza
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

Dina Gockerell
SIGNATURE

10/28/21
DATE

Required Confidential Information Status Form

Provincial South Inc dba PSI Roofing

Name of company

Paulo Souza - President

Printed Name and Title of authorized company officer declaring below the confidential status of material

792 NE 45th St

Oakland Park

FL

33335

954-791-7663

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.**OPTION 1:**

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR**OPTION 2:**

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Paulo Souza

Digitally signed by Paulo Souza

Date: 2021.10.28 12:52:03 -04'00'

Date 10/28/21



NIELSON, ROSENHAUS & ASSOCIATES

A NIELSON HOOVER GROUP COMPANY

SMART, UNCOMPROMISING, TIMELY, EFFECTIVE. NIELSON, ROSENHAUS & ASSOCIATES, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

October 27, 2021

Re: Provincial South, Inc. DBA PSI Roofing
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Provincial South, Inc. DBA PSI Roofing. Their surety is Contractors Bonding and Insurance Company which carries an A.M. Best Rating of A+ XI and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to \$15,000,000 for a single bond and \$30,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Provincial South, Inc. DBA PSI Roofing is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
Main: 561.454.8210
Fax: 561.454.8170
www.nielsonbonds.com



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOCKERELL, DARRICK JAMES

PSI RESTORATIONS INC
750 NE 45TH STREET
OAKLAND PARK FL 33334

LICENSE NUMBER: CGC062912

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOCKERELL, DARRICK JAMES

PSI ROOFING
792 NE 45TH STREET
OAKLAND PARK FL 33334

LICENSE NUMBER: CCC047136

EXPIRATION DATE: AUGUST 31, 2022

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Your South Florida commercial roofing
company for the past 25 years.

INTEGRITY FIRST®

SUPERIOR PERFORMANCE 1 YEAR WARRANTY

PSI Warranty #:

Square Footage:

Effective Date:

Issued To:

Property Address:

Subject to the terms conditions and limitations contained herein, Provincial South, Inc. ("PSI Roofing") shall repair or cause to be repaired any leaks in the roof of the building indicated above (the "Roof", waterproof, siding) which are caused by defects in workmanship in the installation of the PSI ROOFING System by PSI ROOFING when such leaks occur during the period from the date of acceptance indicated above, until the term of the warranty expires upon it's anniversary as indicated above. *This warranty is for the benefit solely of the building owner described above ("owner") and is neither assignable nor transferable unless PSI Roofing is notified within 30 days of the transfer of ownership and written permission from PSI ROOFING.*

TERMS, CONDITIONS, LIMITATIONS

PSI ROOFING's liability under this warranty and its obligations to expend the funds necessary to make repairs over the life of this warranty shall be limited in amount to the Owner's original cost of the installed PSI ROOFING System. PSI ROOFING's obligation under this warranty shall be limited to repair or replacement at PSI ROOFING's sole option, of any items which P.S.I determines to be covered under this warranty. The owners sole remedy against PSI ROOFING with respect to the PSI ROOFING System shall be by breach of this warranty. PSI ROOFING has no obligation concerning any damage caused to structure or contents of this building, even in the event such damage is caused by a roof defect. Owner is to carry insurances to cover these items at all times.

Every twelve months for the duration of the warranty the Owner shall notify PSI ROOFING, in writing, that an inspection is due, and a PSI ROOFING technical representative shall conduct an on roof inspection of the PSI ROOFING System in order to evaluate the condition of the roofing system. In the event that such inspection reveals a condition which, in the judgment of PSI ROOFING, which is not a defect covered by this warranty or is the result of an event or activity described in Paragraph 4 of this warranty, then the obligations of PSI ROOFING under this warranty shall terminate unless the Owner immediately makes, to the satisfaction of PSI ROOFING, such repairs as PSI ROOFING, within its sole discretion shall require. Once the owner has caused such repairs to be made then the protection of the warranty shall resume and continue in full force.

PSI ROOFING shall have no obligation under this warranty until it has received payment in full for all materials and services provided and the annual maintenance has been completed and is up to date.

PSI ROOFING shall have no obligation under this warranty in the event that:

- a) The roof is damaged by extraordinary natural forces, including without limitations, winds equal to or in excess of gales, hurricanes, tornadoes, as defined by the Beaufort Scale, wind launched debris, lightning, earthquakes or other similar acts of God or natural causes, or by falling trees, objects or other debris regardless of origin.
- b) The roof is damaged by willful or negligent acts including, but not limited to, fire, vandalism, labor strikes, civil uprising, acts of war or other misuse.
- c) The Roof is damaged, fails, or becomes defective as a result of settling materials not furnished by PSI ROOFING
- d) The Owner of Lessee fails to use reasonable care in maintaining the roof.
- e) The Roof is damaged by structural failures, including, without limitation, settling or shifting of the building, or movement, cracking or deflection of the roof deck, roof substrate, roofing parapet, walls, or other connecting structures, or by excessive interior pressure caused by HVAC or other ventilating equipment.
- f) The Roof is damaged by chemical conditions, environmental fallout, chemical attack and/or other conditions not disclosed to PSI ROOFING
- g) There are any alterations or repairs made on or through the Roof or objects (including, without limitation, machines, structures, fixtures or utilities are placed on the Roof without prior written authorization of PSI ROOFING
- h) The Owner or Lessee fails to comply with any material, term or condition of this warranty, including any failure by the owner or owner's designated representative to request, schedule and obtain the inspection required by Paragraph 2 of this warranty.
- i) The Owner shall cause PSI ROOFING and its agents and employees to have free access to the Roof during regular business hours during the term of this warranty.
- j) It is understood that PSI ROOFING and PSI ROOFING'S insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage.

PSI ROOFING's failure at any time to enforce any of the terms or conditions of this warranty shall not be a waiver of provision.

PSI ROOFING shall have no obligation under this warranty to repair any leak, unless the Owner notifies PSI ROOFING by phone or fax within 24 hours of such leak in reasonable detail and in writing within (48) hours of the discovery of such leak.

PSI ROOFING's good faith determination of the cause of leaks or damage to the roof shall be conclusive.

It is understood that PSI Roofing and PSI Roofing's insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage. PSI Roofing is not a mold expert and we have strongly recommend that a mold inspection be completed by an in door air quality professional retained by the owner prior to commencement.

THIS WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE OWNER'S EXCLUSIVE REMEDY AGAINST PSI ROOFING WITH RESPECT TO THE ROOF, AND PSI ROOFING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PSI ROOFING AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY.

Paulo Souza, President of PSI Roofing

Signature of Property Owner or Owner's Representative

Printed Name of Property Owner or Owner's Representative

[Call Us Today! \(954\) 241-3360](tel:9542413360) | info@psi-roofing.com[Report a Leak](#)[Client Portal](#)[HOME](#)[OUR SERVICES](#)[PORTFOLIO](#)[ABOUT US](#)[TESTIMONIALS](#)[SERVICE AREA](#)[CONTACT US](#)[BLOG](#)

Manufacturer Partners

[Home](#) / [Learn About PSI Roofing](#) / [Manufacturer Partners](#)

PSI's Manufacturer Partners

We have partnered with the following manufacturers to provide you with the best materials and quality service that our clients have come to depend on for the past 25 years:

GAF

Founded in 1886, GAF has become North America's largest manufacturer of commercial and residential roofing. GAF's goal is to help contractors build their businesses by matching the right roofing technology to their clients' specific needs. They offer all major low-slope roofing technologies, including repair and maintenance products and roof restoration systems (often at half the cost of a new roof), as well as new roofing systems (BUR, MB, TPO, PVC, and composite systems).



Emergency Roof Repair

PSI provides 24/7 emergency leak repair service with a 4 hour maximum emergency response time. We are qualified to make repairs to any type of roof and are approved to complete warranty repairs.

Firestone Building Products

Firestone Building Products offers the commercial roofing industry the best product diversity product quality, product support, ongoing research and the unmatched resources of a company committed to excellence. As the leading manufacturer of superior commercial roofing solutions, Firestone Building Products Company, LLC has been trusted by contractors, building owners and specifiers for nearly 30 years. The company has steadily diversified from a single product to a full line manufacturer of EPDM, thermoplastic, asphalt and metal roofing systems, polyiso insulation and accessories.



The Garland Company

The Garland Company, Inc.®, a leading manufacturer of high-performance roofing and building envelope solutions, offers a wide range of modified and built-up roofing (BUR) systems, sustainable solutions, architectural and structural metal options, and maintenance and restoration systems for new construction, retrofit, and renovation. Our expansive offering of products and

GET A FREE QUOTE
— [CLICK HERE](#) —

services enables us to meet the performance, budgetary, and scheduling requirements for a complete range of commercial, industrial and public building markets. We continually develop innovative product and service solutions that raise the bar of performance while exceeding the individual needs of our customers.



Duro-Last

Duro-Last began in 1978 with the simple need to find a roofing system that worked. Existing roofing systems presented a common problem – they required ongoing maintenance and continual expense, with no long-term solution in sight. Founder John R. Burt used his experience in fabricating pool liners to develop a remarkable new roofing membrane. Two years of additional testing resulted in the proprietary membrane formula still in use today. Investigation of the roofing industry proved that the majority of roofing system failures then (and still today) are not due to the roofing system assembly itself but to workmanship on-site. To solve this problem we brought our roofing system “in-house” developing custom prefabrication methods and specialized equipment that allows us to complete nearly 100% of the difficult roof details and up to 85% of field seams under ideal factory controlled conditions. The result is lower on-site labor costs and better installation quality. Duro-Last is now the world’s largest manufacturer of prefabricated roofing systems. The Duro-Last Roofing System, contractor installation team, customer service and warranty all set the quality standards for the roofing industry.



Johns Manville

For more than 150 years, Johns Manville has focused on developing materials to make diverse environments stronger, more durable, and more energy efficient and comfortable. We manufacture premium-quality building and mechanical insulation, commercial roofing, glass fibers and nonwoven materials for commercial, industrial and residential applications. JM products are used in a wide variety of industries including building products, aerospace, automotive and transportation, filtration, commercial interiors, waterproofing and wind energy.



Through our 7,000 global employees, JM provides products to more than 85 countries and operates 45 manufacturing facilities in North America, Europe, and China. Since 1988, JM’s global headquarters has been located in downtown Denver.

Carlisle

In the 1960s, Carlisle SynTec Systems transformed the commercial roofing industry with the introduction of its Sure-Seal® EPDM single-ply membrane. Since that time, the Carlisle name has been synonymous with the most dependable and longest-lasting single-ply roof systems on the market. Today, Carlisle’s product offering has grown to include Sure-Weld® TPO, Sure-Flex™ PVC, and FleeceBACK® membranes, as well as a full line of innovative, labor-saving accessories. And while Carlisle’s primary focus remains on producing top-quality commercial roofing membranes, the company also manufactures insulation, adhesives, primers, and membrane cleaners. Additionally, Carlisle provides the building industry with metal roofing, coatings, sealants, vegetated roof components, skylights, pavers, and edge metal. Carlisle products have been installed on a wide range of buildings around the world, including schools, hospitals, warehouses, and cold storage facilities. With more than 15 billion square feet of roofing materials sold, Carlisle continues to lead the industry by providing its valued customers with the



best products, services, and warranty options available today. Whatever your roofing needs, Carlisle has a system – and an answer – for you.

Fibertite

FiberTite roofing membranes are unmatched by any other membrane. The secret to our superior performance lies in our unique product construction. With more than 30 years in development and more than 25 years on the roof, you can trust FiberTite roofing membranes to deliver long-term reliability and cost efficiency. If you need an energy efficient, cool roof solution consider this: FiberTite roofing membranes meet the California Title 24 Standard, were one of the first membrane roof products labeled under the Energy Star program, and meet the requirements of LEED.



Gaco Western

From their beginning in 1955, Gaco Western has been a recognized leader in innovative silicone roofing systems. They offer top quality waterproofing and insulation solutions for a variety of commercial, industrial, and residential applications.



Soprema

SOPREMA, Inc. is a world-wide leading manufacturer in the commercial roofing and waterproofing industry. Founded in 1908, SOPREMA has specialized in the development and production of SBS (styrene butadiene styrene) engineered asphaltic membrane. SOPREMA's unique qualifications in SBS technology are built upon an extraordinary track record of innovation and technical expertise. Through our extensive knowledge of chemical engineering, manufacturing, system design and installation, SOPREMA has continued to be an industry leading force in SBS. In the United States, SOPREMA has evolved into a true "building envelope" company featuring products such as below-grade waterproofing solutions, liquid applied waterproofing systems, self adhered underlayments, air barrier, vapor barrier and garden roofs.



The PSI Commitment

Our philosophy is "Integrity First." It is the principle that governs everything we do. We build relationships based on trust, while keeping our high moral and ethical standards as the foundation.

REQUEST A CALL

Name *

Phone Number *

Email *

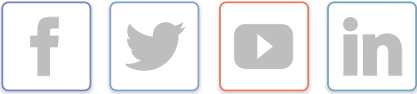
Message

PSI Roofing is committed to delivering the right roof for your specific need. Our customer service has developed numerous long term clients since 1994. Our approach is to offer cost effective and timely solutions to all our customers' roofing issues, while placing an emphasis on quality. By utilizing the best materials in the industry with our highly trained workforce, PSI Roofing is able to offer a final product that ensures customer satisfaction for every project we take on.

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Privacy - Terms

CONNECT WITH PSI ROOFING



SUBMIT

PSI Roofing

792 NE 45th St
Oakland Park, FL 33334

(954) 241-3360

EMPLOYMENT OPPORTUNITIES

INTEGRITY FIRST®

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Your South Florida commercial roofing
company for the past 25 years.

INTEGRITY FIRST®

SUPERIOR PERFORMANCE 2 YEAR WARRANTY

PSI Warranty #: PSI JOB NUMBER

Square Footage: SAMPLE

Effective Date: 0/00/00

Issued To: SAMPLE

Property Address: Street
City, State, Zip Code

Subject to the terms conditions and limitations contained herein, Provincial South, Inc. ("PSI Roofing") shall repair or cause to be repaired any leaks in the roof of the building indicated above (the "Roof", waterproof, siding) which are caused by defects in workmanship in the installation of the PSI ROOFING System by PSI ROOFING when such leaks occur during the period from the date of acceptance indicated above, until the term of the warranty expires upon its anniversary as indicated above. *This warranty is for the benefit solely of the building owner described above ("owner") and is neither assignable nor transferable unless PSI Roofing is notified within 30 days of the transfer of ownership and written permission from PSI ROOFING.*

TERMS, CONDITIONS, LIMITATIONS

PSI ROOFING's liability under this warranty and its obligations to expend the funds necessary to make repairs over the life of this warranty shall be limited in amount to the Owner's original cost of the installed PSI ROOFING System. PSI ROOFING's obligation under this warranty shall be limited to repair or replacement at PSI ROOFING's sole option, of any items which P.S.I determines to be covered under this warranty. The owners sole remedy against PSI ROOFING with respect to the PSI ROOFING System shall be by breach of this warranty. PSI ROOFING has no obligation concerning any damage caused to structure or contents of this building, even in the event such damage is caused by a roof defect. Owner is to carry insurances to cover these items at all times.

Every twelve months for the duration of the warranty the Owner shall notify PSI ROOFING, in writing, that an inspection is due, and a PSI ROOFING technical representative shall conduct an on roof inspection of the PSI ROOFING System in order to evaluate the condition of the roofing system. In the event that such inspection reveals a condition which, in the judgment of PSI ROOFING, which is not a defect covered by this warranty or is the result of an event or activity described in Paragraph 4 of this warranty, then the obligations of PSI ROOFING under this warranty shall terminate unless the Owner immediately makes, to the satisfaction of PSI ROOFING, such repairs as PSI ROOFING, within its sole discretion shall require. Once the owner has caused such repairs to be made then the protection of the warranty shall resume and continue in full force.

PSI ROOFING shall have no obligation under this warranty until it has received payment in full for all materials and services provided and the annual maintenance has been completed and is up to date.

PSI ROOFING shall have no obligation under this warranty in the event that:

- a) The roof is damaged by extraordinary natural forces, including without limitations, winds equal to or in excess of gales, hurricanes, tornadoes, as defined by the Beaufort Scale, wind launched debris, lightning, earthquakes or other similar acts of God or natural causes, or by falling trees, objects or other debris regardless of origin.
- b) The roof is damaged by willful or negligent acts including, but not limited to, fire, vandalism, labor strikes, civil uprising, acts of war or other misuse.
- c) The Roof is damaged, fails, or becomes defective as a result of settling materials not furnished by PSI ROOFING
- d) The Owner of Lessee fails to use reasonable care in maintaining the roof.
- e) The Roof is damaged by structural failures, including, without limitation, settling or shifting of the building, or movement, cracking or deflection of the roof deck, roof substrate, roofing parapet, walls, or other connecting structures, or by excessive interior pressure caused by HVAC or other ventilating equipment.
- f) The Roof is damaged by chemical conditions, environmental fallout, chemical attack and/or other conditions not disclosed to PSI ROOFING
- g) There are any alterations or repairs made on or through the Roof or objects (including, without limitation, machines, structures, fixtures or utilities are placed on the Roof without prior written authorization of PSI ROOFING
- h) The Owner or Lessee fails to comply with any material, term or condition of this warranty, including any failure by the owner or owner's designated representative to request, schedule and obtain the inspection required by Paragraph 2 of this warranty.
- i) The Owner shall cause PSI ROOFING and its agents and employees to have free access to the Roof during regular business hours during the term of this warranty.
- j) It is understood that PSI ROOFING and PSI ROOFING'S insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage.

PSI ROOFING's failure at any time to enforce any of the terms or conditions of this warranty shall not be a waiver of provision.

PSI ROOFING shall have no obligation under this warranty to repair any leak, unless the Owner notifies PSI ROOFING by phone or fax within 24 hours of such leak in reasonable detail and in writing within (48) hours of the discovery of such leak.

PSI ROOFING's good faith determination of the cause of leaks or damage to the roof shall be conclusive.

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THIS WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MECHANICALITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE OWNER'S EXCLUSIVE REMEDY AGAINST PSI ROOFING WITH RESPECT TO THE ROOF, AND PSI ROOFING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PSI ROOFING AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY.

Paulo Souza, President of PSI Roofing

Signature of Property Owner or Owner's Representative

Printed Name of Property Owner or Owner's Representative



Golden Pledge® Limited Warranty



The Legal Stuff

What Is Covered/Excluded. This *Golden Pledge® Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, and GAF-labeled Ultimate Pipe Flashing® with EasySleeve® (manufactured by Lifetime Tool® & Building Products LLC) in the unlikely event that they contain a manufacturing defect. Misapplication of your GAF Products and flashings at valleys, dormers, chimneys, and plumbing vents (the "Covered Flashings") is also covered. Note: This limited warranty does not cover low-slope membranes, Master Flow® Ventilation Products, or GAF ThermoCal® Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
Designer Lifetime Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	30 Years
Timberline® UHD Shingles							
LayerLock-labeled Shingles	Lifetime*	50 Years	15 Years	WindProven™ Limited Wind Warranty****: No maximum wind speed. For all other installations: With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	25 Years
All Other Timberline® Lifetime Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	25 Years
Marquis WeatherMax®	30 Years	20 Years	15 Years	80/130	StainGuard®: 10 Years	StainGuard®: 1 Year	20 Years
Royal Sovereign®	25 Years	20 Years	15 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year	20 Years
GAF Ridge Cap Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
			Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
TimberTex®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard®: 10 Years	StainGuard®: 1 Year	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Ridglass®, TimberCrest®			15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	No coverage.	No coverage.	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Seal-A-Ridge®, Seal-A-Ridge® AS			15 Years	90/144	StainGuard®: 10 Years	StainGuard®: 1 Year	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Z® Ridge			15 Years	With Special Installation***: 90/144 Without Special Installation***: 70/112	No coverage.	No coverage.	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Other GAF Accessories	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
GAF Starter Strip Shingles GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage.		No coverage.		Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.

***Definition of Lifetime:** The word "Lifetime" means as long as you, the original owner(s) [or the second owner(s) if coverage was properly transferred within the first 20 years], own the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles and accessories installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 25 years. See *Golden Pledge Limited Warranty for Commercial and Multi-Family Properties* for complete coverage and restrictions.

****Smart Choice® Protection Period:** refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

*****Special Installation:** Your GAF LayerLock-labeled shingles will be covered up to the maximum wind speed above **ONLY** if installed using **4 nails** per shingle and you have GAF Starter Strip Products installed at the eaves and rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above **ONLY** if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

******WindProven™ Limited Wind Warranty** requires installation of LayerLock-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.

*******Misapplication Coverage:** Misapplication Coverage Terms listed above pertain to GAF Shingles and Accessories installed on single-family detached residences owned by individual(s). For other types of owners or buildings, coverage lasts for 25 years. See *Golden Pledge Limited Warranty for Commercial and Multi-Family Properties* for complete coverage and restrictions.



Golden Pledge® Limited Warranty



continued from previous page

Who Is Covered By This Limited Warranty; Transferability

You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **one year** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole And Exclusive Remedy

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. **Note:** Wind Warranty and Algae Warranty are covered separately below.

(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashings other than Covered Flashings), and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The costs of labor to tear off some or all of your GAF Products and disposal are included if necessary to repair your roof.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond will be 20%. After the non-prorated period, GAF's maximum liability for any roof shall **NOT** exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

WindProven™ Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty is **specifically conditioned** on your meeting all eligibility requirements, including installation of **LayerLock-labeled** shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your **LayerLock-labeled** shingles being fastened and installed **strictly** in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your **LayerLock-labeled** shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your **LayerLock-labeled** shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. **If your LayerLock-labeled shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles.** Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the **LayerLock-labeled** shingles on your roof.

Wind Warranty: What Is Covered/Sole And Exclusive Remedy

GAF warrants to you that your GAF shingles and ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect or their misapplication. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off shingles or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings (other than Covered Flashings) are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

Algae Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty applies only to shingles and ridge cap shingles sold in packages bearing the **StainGuard Plus™** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus™** or **StainGuard®**-labeled shingles or ridge cap shingles for the warranty term listed above. **If your StainGuard Plus™-labeled shingles or your StainGuard®-labeled shingles or ridge cap shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's sole option, replacing discolored shingles or ridge cap shingles. The maximum cost to GAF shall be lesser of the original cost of the affected shingles or ridge cap shingles or the cost to clean the affected shingles or ridge cap shingles.** During the remainder of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

Misapplication: What Is Covered/Sole And Exclusive Remedy

If any of your GAF Products or Covered Flashings is found to have an application error that adversely affects performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement GAF product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Products and Covered Flashings and disposal are included if necessary to repair your roof.

If your claim arises out of an application error in your GAF Products or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite® Roofing Contractor to make all necessary repairs. In the event that GAF determines your Master Elite® Roofing Contractor is unable or unwilling to perform these repairs, GAF will arrange to have your roof repaired if the issues were caused by application errors within the scope of GAF liability under this limited warranty.

NOTE: Failure to install adequate ventilation is **NOT** an application error of your GAF Products and is not covered under this Limited Warranty. Due to the design of certain buildings, the replacement of existing flashings may be difficult, costly, or impractical. Please be sure to review these items with your roofing contractor.

What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, their misapplication, or the misapplication of Covered Flashings, such as:
 - (a) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
 - (b) inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
 - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
 - (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
 - (c) improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier, its misapplication, or the misapplication of Covered Flashings.
- (4) Shading or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard Plus™ or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Damage caused by, or the cost to repair or replace, products not sold by GAF, including but not limited to metal work and counterflashing.
- (6) Improperly designed or installed gutter or downspout systems.
- (7) Damage to the interior or exterior of the building, including, but not limited to, mold growth.
- (8) Damage to or caused by rooftop air conditioning units (and their flashing), pipe works, brace works, skylights, rooftop satellite dishes or other radio/TV devices, counterflashing, or flashings other than those specifically included above.

Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

Claims: What You Must Do

You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an e-mail to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or homebuilder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole And Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the **SOLE REMEDY** available to any owner of GAF Products. GAF makes **NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES** of any kind other than that stated herein. GAF **WILL NOT BE LIABLE** IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

The United Nations Convention on Contracts for the International Sale of Goods shall **NOT** apply either to the sale of the GAF Products or to this limited warranty.

Modification Of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products and Covered Flashings except as described in this limited warranty.

Effectiveness

This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

Important Notice:

THIS IS A SAMPLE GOLDEN PLEDGE® LIMITED WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM GAF WITHIN 60 DAYS, YOU SHOULD CALL GAF AT: 1-888-532-5767, OPTION 5.



FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS



Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Limited Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes (regardless of wind speed), tornadoes, microbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System's or Material's ability to perform properly; Failure by Owner to use reasonable care in maintaining the System or Materials. Said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at www.firestonebpco.com; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or the failure of wood nailers to remain attached to the structure; Construction generated moisture, condensation or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals or the reactions between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone specifications, not completed by a Firestone-licensed applicator and/or completed without proper notice to Firestone Warranty Services; The design of the System: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by the regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the System or Installation not specifically accepted in writing by Firestone to be included in warranty coverage; or, Change in building use or purpose.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation or repairs to the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone's written approval.

Access. During the term of this Limited Warranty, Firestone's designated representatives or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System or Materials that are due to delays associated with said restrictions.

Waiver & Severability. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Disputes. Any dispute, controversy or claim between Owner and Firestone concerning this Limited Warranty, or relating to any Material supplied or specifically required by Firestone, shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Firestone do not resolve the dispute, controversy or claim in mediation, Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone
Firestone Building Products

Firestone Building Products Company
200 4th Avenue South • Nashville, TN 37201
800-428-4442 • firestonebpco.com

1001.002.2019

FIRESTONE RED SHIELD™ ROOFING SYSTEM LIMITED WARRANTY



Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Roof Area Warranted

Red Shield – Material Type – XX Years – 55 MPH

Square Footage: XXXXX

Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the warranty period indicated above to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand materials due to: (1) normal weathering, (2) manufacturing defects, or (3) workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Firestone branded roofing membranes, Firestone branded roofing insulations, Firestone branded roofing metal, and other Firestone branded roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this Red Shield™ Roofing System Limited Warranty ("Limited Warranty").

Notice. In the event that a leak occurs in the System, Owner must give notice to Firestone Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Firestone, Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty to be made at Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Owner to make these repairs in a reasonable manner using a Firestone-licensed applicator and within sixty (60) days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a leak or damage is caused by: Hail; Winds of peak gust speed at or in excess of 55 MPH calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Storage of materials or equipment on the roof not specifically accepted in writing by Firestone; Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or, Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall notify Firestone in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to, Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Firestone's approval for a roof modification, or failure to provide required documentation, shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By:

Authorized
Signature:

SAMPLE

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone
Firestone Building Products

1003.002.2019

Page 368 of 414

The Garland Company, Inc.®

Thirty (30) Year High-Performance Built-Up Roofing System No Dollar Limit (NDL) Warranty

Owner Name: Fairfax County Government

Address: 12055 Government Center Pkwy

City: Fairfax State/Zip: VA 22035

Building Name: Herrity Building

Roof ID: Entire Building

Contractor Name: Simpson Unlimited

Address: 11121 Industrial Rd.

City: Manassas State/Zip: VA 20109

Process: S-Sply Plus

Squ Feet: 2,000

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland") warrants that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above mentioned installation contractor. Subject to receipt of proper notice as set forth below and the terms of this Warranty, Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur within thirty (30) years from the final completion date. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

In order for this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty is transferable, subject to Garland's approval of the payment of the transfer fee and applicable maintenance required. This Warranty shall not be applicable if, in the sole judgment of Garland, any of the following shall occur:

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage in excess of 90 mph, etc.
- B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 2. Ponding water, defined as standing water 48 hours after rainfall.
 3. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
 4. Defects in engineering or building design or construction.
 5. Traffic or storage of materials on roof.
 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Failure of Owner to properly notify Garland in writing and receive written approval of:
 1. Changes in the usage of the building.
 2. Modifications or additions to the roofing system.
- F. Failure of Owner to properly maintain the roof according to the High-Performance Roof Care & Maintenance Guide.
- G. Failure of Owner to provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS/EXCLUSIONS

Garland shall not be responsible for damages that occur to real or personal property as a result of leaks, including damage to the structure itself or contents therein. Instead, Garland's sole responsibility pursuant to this Warranty is for costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating, or the removal or replacement of any roof top equipment or systems to perform any repairs. Furthermore, Garland shall not be responsible for any incidental or consequential damages caused by leaks in the original roof system, including, but not limited to, loss of use or profits.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under and in accordance with the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. In the event that any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY CONTINUATION

In the fifteenth (15) year of the Warranty period, Owner must request an inspection of the roof system any time between the sixth and tenth months of the year to determine the appropriate maintenance and surface treatment required for continuation of the Warranty. Upon receipt of such request, Garland will perform an inspection of the roofing system to determine whether any repairs or surface coatings are required to make the roof system eligible for continuation of this Warranty. After such inspection, Garland will submit a detailed inspection report to Owner that identifies the nature and extent of any such repairs and/or surface coatings over the field of the roof required to maintain this Warranty. After the Owner has coated the roof and/or caused any required repairs to be made (at its sole expense and by a contractor approved by Garland) and notifies Garland of the same in writing, this Warranty will remain effective for the remaining 15 years.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc.

Signed By:  Joe Orlando

Date: 10/29/2018

Owner: _____

Signed By: _____

Date: _____



Roof Systems & Warranty Summary

The Garland Company, Inc.®

Modified & BUR Systems

Warranty Options*

Mineral Surface Mod Bit	30 Year NDL 30 Year Edge-to-Edge** NDL
Smooth Surface Mod Bit with Garland Reflective Coating	30 Year NDL 30 Year Edge-to-Edge** NDL
Mineral Mod Bit with Garland Reflective Coating	30 Year NDL 30 Year Edge-to-Edge** NDL
Gravel Surface Mod Bit	30 Year NDL 30 Year Edge-to-Edge** NDL
BUR with Gravel Surface with Garland Adhesive and Plies	20 Year Limited - Non-Garland Flood Coat 30 Year Limited - Garlastic® KM Plus, Black-Knight® Cold/Black-Stallion® Cold or WeatherScreen™ Flood Coat
OptiMax® Mineral Surfaced Mod Bit	40 Year Edge-to-Edge*** NDL
OptiMax Gravel Surfaced Mod Bit	40 Year Edge-to-Edge*** NDL

Metal Systems

Warranty Options*

R-Mer® Shield & R-Mer Span (substrate with non-Garland underlayment & 1/4:12 minimum slope) <i>Shop drawings required</i>	30 Year NDL
R-Mer Shield & R-Mer Span (open purlins & 1/4:12 minimum slope) <i>Shop drawings required</i>	30 Year NDL
R-Mer Shield and R-Mer Span with R-Mer Seal (2:12 slope minimum with solid substrate) <i>Shop drawings required</i>	35 Year NDL - R-Mer Span with R-Mer Seal 40 Year NDL - R-Mer Shield with R-Mer Seal

Roof Systems & Warranty Summary

Metal Systems cont.

Warranty Options*

R-Mer Lite® (no internal drains, 1/2:12 min. slope)	30 Year Limited
R-Mer Wall-Pan (underlayment required for warranty) <i>Shop drawings required</i>	10 Year Limited
R-Mer Loc (slope > 3:12; substrate with underlayment or open purlins) <i>Shop drawings required</i>	30 Year Limited
R-Mer Loc (1½ -3:12 slope with substrate and underlayments. No open purlins in this slope range) <i>Shop drawings required</i>	20 Year Limited

Miscellaneous

Warranty Options*

Restoration	See "Restoration Systems & Warranty Summary" document
Coatings Materials	5 Year Material
Finish Warranties - Metal	30 Year Limited Paint Finish (Fluorocarbon for standing seam, edge metal & wall panels) (Silicone modified polyester for R-Mer Lite products)
Material Only Warranties - Metal	10 Year Limited

*Warranties are standard and free of charge.

**Edge-to-Edge Warranty covers all of the Garland metal components used in the flashing systems and walls.

***Garland preformed metal must be used.

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RevB 0821

20-YEAR NDL Warranty

Warranty No. _____

15 Years Consequential Damages And 5 Years Material

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System and during the 1st through 15th year shall be to repair any leak in the Duro-Last System caused by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at www.duro-last.com/duro-last/careandmaintenance;
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing ws@duro-last.com, or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
 - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
 - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
 - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warranty the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

OVER: CONTINUED ON BACK

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

FOR FIFTEEN YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16th THROUGH 20th YEARS OF THIS WARRANTY, DURO-LAST SHALL NOT WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT DURO-LAST SHALL ONLY WARRANTY THAT ITS PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.
525 Morley Drive
Saginaw, MI 48601

Name of Building

Address of Building

City, State & Zip of Building

Building Designation

Effective Date

Serial No.

Signature of Duro-Last Quality Assurance Manager

Signature of Owner

Owner (printed)

Signature of Contractor

Contractor (printed)

Square Footage

Warranty No.

Building Owner:

 Name - SAMPLE
 Address - SAMPLE
 City, State Zip - SAMPLE

Guarantee Number: Sample - not issued

Expiration Date: Sample - not issued

Job Name: Sample - not issued

Date of Completion: Sample - not issued

Building Name:

 Name - SAMPLE
 Address - SAMPLE
 City, State Zip - SAMPLE

Approved Roofing Contractor:

 Name - SAMPLE
 Address - SAMPLE
 City, State Zip - SAMPLE

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.
Years: XX Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: XXX

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	XXX	XXXX	XXXXXX	XXX	XXX	XXX	XXX

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		0 lin. ft.
	Expand-O-Flash (2) Style:		0 lin. ft.
	Expand-O-Flash (3) Style:		0 lin. ft.
	Fascia Style:		0 lin. ft.
	Copings Style:		0 lin. ft.
	Gravel Stop Style:		0 lin. ft.
	Drains (1) Style:		0 ea.
	Drains (2) Style:		0 ea.
	Vents Style:		0 ea.
	Skylight System:		0 ea.
	Enrgy Anchor		0 ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the Maintenance Program page within this document.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (f) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (h) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation.

SAMPLE ONLY – NOT ISSUED

By: Joseph Smith
Title: President Roofing Systems

SAMPLE

Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
 - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain the items below on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Owner Services Group
(800) 922-5922
E-mail: OwnerServices@jm.com
www.jm.com/roofing

WARRANTY NO.:**BUILDING OWNER:****NAME OF BUILDING:****BUILDING ADDRESS:****DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:****DATE OF ISSUE:**

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing Applicator for a period of -- years, commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond -- years, subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following newly installed Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other newly installed Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of -- mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

- (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Mark J. Long
AUTHORIZED SIGNATURE
TITLE: Director, Technical and Warranty Services
This Warranty Expires: --

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlisesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.



SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY

Building Name:	_____	Warranty Serial No.:	_____	Sample Only
Building Address:	_____	Effective Date:	_____	
Building Owner:	_____	Warranted Roof Area:	_____	
Owner Address:	_____	Expiration Date:	_____	

SEAMAN CORPORATION ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **20 years** commencing with the date of substantial completion of the installation of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite Roofing System ("Roofing System") installed on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

Terms & Conditions

1. The Roofing System includes only FiberTite® roof membranes, insulation and accessories provided by Seaman Corp installed in accordance with Seaman Corp.'s technical specifications.
2. In order for this warranty to be effective the Roofing System must have been installed by an Authorized Applicator and inspected and approved for warranty by Seaman Corp.
3. Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leaks in the Roofing System. By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak.
4. Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.
5. If, after its inspection, Seaman Corp. determines in good faith that the leaks are a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense.
6. If, after its inspection, Seaman Corp. determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
7. In no event shall Owner make any alterations or repairs to the Roofing System or install any structures, fixtures on or through such system without the prior written consent of Seaman Corp.
8. Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the Roofing System, including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp.
9. This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 MPH, hail greater than ¾-in. in diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the Roofing System's ability to resist leaks, (c) unauthorized alterations of the Roofing System (see Section 7 above) or installation of structures, fixtures, or utilities on or through the Roofing System by Owner, (d) negligence or failure of Owner to properly maintain the Roofing System, including without limitation, failure of Owner to maintain the Roofing System in accordance with Seaman Corp.'s FiberTite Maintenance Guidelines listed on the reverse side of this warranty, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp. via the Materials Submittal & Warranty Request form, (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (j) loss of integrity of the Building envelope and/or structure.
10. Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner.
11. Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.
12. This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state or federal court within Summit County, Ohio or purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED IN THIS WARRANTY. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT REPAIR UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF, THE BUILDING OR THE CONTENTS OF THE BUILDING, OR LOSS OF PROFITS, UNDER ANY LEGAL THEORY. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of roof system which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

Building Owner's Signature

Warranty Addendum:

By: _____

Title: _____

SEAMAN CORPORATION

Date



ROOF MAINTENANCE

TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane (“FiberTite Roof”) consists of a puncture and abrasion resistant fabric with our proprietary Ketone Ethylene Ester (KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the “Warranty”). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you should comply with all of the maintenance activities set forth below.

You should perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you should check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted reglet and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You should also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You should place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you should install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

Acetic Acid	Aromatic Hydrocarbons	Asphalt Materials
Benzene	Chlorox	Cooking Oil above 140°F.
Ethyl Acetate	Furfural	Gasoline
Methyl Ethyl Ketone (MEK)	Nitric Acid	Paint Thinners
Phenol	Phosphoric Acid 75%	Phthalate Plasticizer Above 100°F.
Solvent Degreasers	Toluene	Xylene

You should consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof top technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com FiberTite® is a registered trademark of Seaman Corporation

GACO WARRANTY CONTRACT SUMMARY

Gaco[™]

Warranty No:

Warranty Commencement Date:

Warranty Period:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Material Type:

Lic #:

Square Footage:

SF

SAMPLE

GACO DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY GACO. GACO SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY GACO. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND GACO HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST GACO AND GACO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF GACO. NO OTHER PERSON HAS ANY AUTHORITY TO BIND GACO WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

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Page 1 of 3
7002.001.2021

Page 384 of 414

GACO WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Gaco™

Warranty No:

Warranty Commencement Date:

Warranty Period:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Material Type:

Lic #:

Square Footage:

SF

Payment Required. Gaco will have no obligation under this Limited Warranty unless and until Gaco and Installing Contractor have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the Gaco system or material. In the event that repairs not covered by this Limited Warranty are necessary, Gaco reserves the right to suspend this Limited Warranty until such repairs have been completed and the repair contractor and/or Gaco has been paid in full for such repairs.

Exclusions. Gaco will have no obligation under this Limited Warranty, or any other liability, now or in the future, for any damage to, deterioration of, or failure of, the Gaco system or material caused by: (1) failure of building components, including, but not limited to, substrates, structural elements, joists, ceilings, walls, foundation, mortar, HVAC units, skylights, plumbing, piping, windows, roof decks, or wood nailers; (2) condensation or infiltration of moisture in, from, through, or around walls, skylights, foundations, copings, rooftop hardware or equipment, lights, the building structure, or underlying or surrounding materials; (3) acid, oil, chemicals (including chlorides, chloramine, or other water purification chemicals), or the reactions between them; (4) fires, wind events (tornadoes, downbursts, and hurricanes), wind-blown debris, hail, lightning, earthquakes, floods, volcanic activity, atomic radiation, insects, animals, or other act(s) of God; (5) act(s), conduct or omission(s) by any person, or act(s) of war, terrorism, or vandalism, which damage the Gaco system or material, or which impair the system's or material's ability to perform properly; (6) failure to accurately calculate wind uplift and/or applicable design loads; (7) failure to specify a vapor retarder or an air barrier; (8) failure of any materials not manufactured or supplied by Gaco that are not specifically accepted in writing by Gaco including, but not limited to: metal coping, insulation, drains, flashings, skylights, or hatches; or, (9) a change in building use or purpose.

Product Selection. Gaco does not undertake any analysis of the architecture or engineering required to evaluate what type of system or material is appropriate for a building and makes no warranty express or implied as to the suitability of its products for any particular structure. Such a determination is the responsibility of the architect, engineer, or design professional.

Access. During the term of this Limited Warranty, Gaco's employees or designees shall have free access to the building during regular business hours for inspection, audit, or repair of the Gaco system or material. In the event that access is limited due to security, tenant concerns, or other restrictions, Owner shall reimburse Gaco for all reasonable costs incurred during inspection and/or repair of the Gaco system or material that are due to said restrictions.

Overburden. Owner shall be responsible for the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata, or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on, or through the Gaco system or material, support platforms or bases for photovoltaic (PV) arrays (aka – solar panels), garden roofs, decks, patios, protective covering(s), stored liquids, water features, or any other obstacles that impede access, clear observation, investigation, and repair of the Gaco system or material, excluding overburden specifically included in writing by Gaco.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document, and shall not be extended under any circumstances without Gaco's written approval.

Waiver & Severability. Gaco's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Gaco concerning this Limited Warranty or relating to any material(s) supplied by or required by Gaco shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Gaco do not resolve the dispute, controversy, or claim in mediation, Owner and Gaco agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Gaco from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

Entire Warranty. This warranty instrument consists of multiple pages, all of which comprise the express terms and conditions of this Limited Warranty. Additional requirements are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed above and the Terms, Conditions, and Limitations listed in subsequent pages, the subsequent pages will prevail.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

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Page 2 of 3

7001.001.2021

Page 385 of 414

GACOFLEX™ ROOF COATING LIMITED WARRANTY

Gaco™

Warranty No:

Warranty Commencement Date:

Warranty Period:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Material Type:

Lic #:

Square Footage:

SF

Firestone Building Products Company, LLC, an Indiana limited liability company d/b/a Gaco ("Gaco"), warrants to the Building Owner ("Owner") named above that Gaco will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak through the Gaco branded coating, Gaco branded primers and base coats, and other Gaco branded accessories provided for the project named above when installed by a Gaco-licensed applicator and following the installation instructions and technical specifications published by Gaco (collectively the "GacoFlex Coating" or "Coating") caused by: (1) deterioration due to normal exposure to weather, (2) manufacturing defects, or (3) workmanship in the application of the Coating.

TERMS, CONDITIONS, AND LIMITATIONS

Notice. In the event that a leak occurs in the Coating, Owner must give notice to Firestone Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Gaco, Owner authorizes Gaco or its designee to investigate the cause of the leak at its option. Gaco will have no obligation to repair any leak under this Limited Warranty if Owner fails to give proper notice to Firestone Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor, or Gaco's authorized sales representative is not notice to Firestone Warranty Services as required by this section.

Investigation. Should the investigation reveal that the leak is not through the Coating or is otherwise excluded by the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs and shall repair the unwarranted leak at Owner's expense within a reasonable time but no more than sixty (60) days from the date of the investigation. Failure by Owner to pay for these costs or to have unwarranted leaks repaired by a Gaco-licensed applicator shall render this Limited Warranty null and void.

No Dollar Limit (NDL) On Leak Repairs. Owner's sole and exclusive remedy and Gaco's total liability shall be limited to the repair of warranted leaks. There is no dollar limit placed on the cost to repair a warranted leak.

Leaks Not Covered & External Damage. Gaco will have no obligation to repair: (1) any leak not through the GacoFlex Coating; (2) any leak or damage caused by an installation, modification, or repair of the Coating not in accordance with Gaco's technical specifications or not made by a Gaco-licensed applicator; (3) any leak or damage caused by or traced to failure of the roofing substrate, including, but not limited to: attachment of the roofing substrate to building structural components, movement, deterioration, or failure of structural decking, remedial repairs to prepare the roofing substrate to receive the Coating, latent moisture, or deterioration of existing roofing panels, membranes, underlayments, insulation, fasteners, asphalt, adhesives, or existing coating(s); (4) any leak or damage caused by traffic or storage of materials or equipment on the GacoFlex Coating not specifically accepted in writing by Gaco; or, (5) any leak or damage caused by the breach, rupture, or failure of any building envelope component.

Ponding Water. For GacoFlex Acrylic and Urethane Coatings and top coats only, Gaco will have no obligation to repair any leak or damage caused by or traced to ponding water.

Discoloration. Gaco shall not be liable for fading, dirt accumulation, or discoloration of the Coating, or for aesthetic imperfections due to installation that do not impair the Coating's ability to resist leaks.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current fee set by Gaco. Owner must notify Gaco in writing within sixty (60) days after the transfer of building ownership. Failure by Owner to pay the transfer fee or to properly notify Gaco shall render this Limited Warranty null and void.

Alteration. Owner shall notify Gaco in writing upon making any alterations to the Coating, or installing any structures, fixtures, or utilities on or through the Coating after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Gaco's approval for an alteration to the Coating, or failure to provide required documentation, shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

Authorized

Signature: _____

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Gaco

200 4th Avenue South • Nashville, TN 37201

800-813-1346 • Gaco.com

Page 3 of 3

7003.001.2021

Page 386 of 414



Warranty No.: 101-000000

Platinum NDL Roofing Warranty

Building Name:		
Building Address:		
Roof Section:		
Owner Name:		
Owner Address:		
Contractor:		
Total Squares:	Roofing Material:	Flashing Material:
Term of Warranty: ____ Years	Warranty Start Date:	Warranty End Date:

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA® roofing will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

Reporting Claims

To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

Remedy

When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roofing to a watertight condition.

NOTICES

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA. Activation must occur within three months after the Warranty Start Date stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

SOPREMA, Inc.

Owner:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Terms, Conditions and Limitations

1. The SOPREMA® roofing materials covered by this warranty (this "Warranty") are the roofing and flashing materials specifically identified by number or other description on the face of this Warranty (referred to as the "roofing").
2. The authorized contractor who installed the roofing is not an agent of SOPREMA. Any future work impacting the roofing must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.
3. The design and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by SOPREMA related to design, construction, review of project documents or conditions and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.
4. Owner is responsible for ensuring that the roofing is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy, usage or any other condition adversely affecting the roofing.
5. During the entire term of the Warranty, upon request, SOPREMA and anyone it hires shall have full and free rooftop access. Access shall be provided during regular business hours, and, if requested in advance, any other times.
6. This Warranty covers SOPREMA roofing products included in a properly designed and installed roof assembly that develops a roofing leak due to workmanship or a product manufacturing defect. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.
7. The Warranty also covers roofing leaks caused by wind with a speed less than 74 m.p.h. The wind speed warranty excludes damage where the cause includes any of the following: (a) primary or secondary structural components, (b) wood nailers or blocking and edge system components, (c) deck and deck fastening; (d) walls, doors, windows, openings and other building envelope components; (e) substrates that are deteriorated, rusted, rotted, deformed, weakened, crushed, compressed, or otherwise failed; (f) rooftop structures and/or equipment connected to, or supported by, the roofing or waterproofing system; (g) windborne debris; or (h) neglect or physical abuse.
8. Following are some examples of conditions and types of damage not covered by this Warranty:
 - a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, hurricane, tornado, or microburst.
 - b. Improper use, order, sequencing, storage or handling of materials or systems.
 - c. The lack of positive slope or inadequate drainage.
 - d. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to the roofing or flashing materials.
 - e. Failure to apply the roofing to a suitable substrate, or subsequent substrate failure.
 - f. Failure of roofing substrates or attachments.
 - g. A deficient pre-existing condition or any sources of water entry other than the roofing.
 - h. Building or substrate settlement, deflection, movement, vibration, or displacement.
 - i. The accumulation of moisture from condensation in or below the roofing.
 - j. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
 - k. Plants, animals, insects, or other living organisms.
 - l. Incompatible materials or substances.
 - m. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
 - n. Falling, flying, dropped, discharged or blown materials, objects or debris.
 - o. Change in building occupancy or rooftop usage.
 - p. Unauthorized or improper repairs or modifications.
9. This Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.
10. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void this Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
11. SOPREMA's failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude SOPREMA from exercising the same or any other right in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.
12. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the roofing or this Warranty, including the alleged breach of this Warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.
13. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto, (a) have complied with all of the terms and conditions of this Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.
14. The terms of this Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roofing. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors.
16. The damages excluded by the terms of this Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.
17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, SOPREMA is paid its then current transfer fee, and (c) you complete any repairs to the roof assembly or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty.

For Questions Contact:

SOPREMA, Inc.
Warranty Department
201 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
www.soprema.us



YEAR LIMITED TOTAL SYSTEM WARRANTY

(A No Dollar Limit Warranty)

Our Promise

IB Roof Systems ("IBRS"), proudly warrants that, subject to the other terms, conditions and limitations below, IBRS will repair leaks through the IB Roof Membrane System when installed by an IBRS Authorized Applicator according to IBRS installation instructions and specifications. Covered repairs must be performed by an IBRS Authorized Applicator after notice to IBRS. There is no dollar limitation ("NDL") on covered repairs. The IBRS Roof Membrane System includes IBRS brand roofing and flashing membrane, insulation, adhesives, membrane/insulation fastening system components, separation sheets and IB approved metal edging / termination components.

Warranty Period

This is a () Year Warranty that, upon issuance by IBRS, commences effective the IB Roof System installation date (see below 'Date of Completion'). Full payment of all labor, material, warranty and other fees associated with the IB Roof System is required. IBRS may at its option cancel or suspend warranty coverage due to non-payment of the Contractor or IBRS. To transfer the remaining balance of this Warranty to a new owner, refer to section d. under Owner's Responsibilities Section of this Warranty for the conditions of a transfer.

Owner's Responsibilities

Owner's failure to comply with the terms and conditions herein may void this Warranty.

a. If a leak is discovered. Immediately call the original roofing installer to report the leak location and severity. Then call IBRS' Technical Services Department at 800-426-1626 within five (5) calendar days (120 hours) of discovering the leak and send written notice within fourteen (14) days of discovering the leak to Attn: Warranty Department, IB Roof Systems, 8181 Jetstar Dr #150, Irving, TX 75063. **Notice to the roofing installer is not notice to IBRS.** Reporting a leak to IBRS is owner's authorization for IBRS to investigate, including inspection of the roof as IBRS deems necessary. Overlying materials such as but not limited to planters, pavers, garden roofs, decking, conduits or equipment which impede investigation or repair of the IB Roof System must be removed and replaced at Owner's expense. IBRS may acknowledge and investigate Owner's notice of a potential warranty claim by issuing a warranty claim kit that requires further information from Owner. Owner must promptly provide IBRS any information reasonably requested in the warranty claim kit. If no leak covered by this Warranty is found, Owner agrees to pay an investigation fee of \$500 within sixty (60) days of invoice.

b. Emergency repairs. After calling IBRS' Warranty Department, owner may, if necessary to minimize damage to the building or its contents, perform emergency repairs at the owner's sole expense. These repairs will not void this warranty so long as the emergency repairs were reasonable under the circumstances and do not result in permanent damage to or concealment of the IB Roof System.

c. Maintenance. Owner is responsible for reasonable general maintenance and care as outlined within our Owner's Roof Maintenance Guide such as: (i) periodic/seasonal roof inspection; (ii) removal of accumulated dirt, debris or other contaminants from roof surface and drainage outlets; and (iii) maintenance of caulks or sealants as necessary to maintain the roof in a watertight condition at flashing or membrane terminations, penetrations, and metal work in and around the IB Roof System. Owner should maintain records of inspections and maintenance. See www.ibroof.com for more information.

d. Transfer. Owner can transfer this Warranty to a subsequent owner for the remaining term only if (a). Owner provides thirty (30) days written notice of the change in ownership by filling out the Warranty Transfer Form located on the IBRS website, (www.ibroof.com), in the Warranty Transfer Section. (b). Owner makes any repairs to the IB Roof System or other roofing and building components that are identified by IBRS as necessary to preserve the integrity of the IB Roof System; and (c). Owner pays a transfer fee of \$750. This Warranty is not otherwise transferrable by contract or operation of law.

Exclusions from Coverage. This Warranty does not cover leaks or other conditions caused by:

a. Natural disaster, such as gale force wind or hail (unless a wind or a hail warranty rider has been added), windfall or wind-blown debris, flood, tornado/microburst, hurricane, lightning/electrical storm, fire, earthquake, or any act of God.

b. Failure of underlying substrates or damage to the IB Roof System resulting from collapse, movement, deflection, moisture content, deterioration or other failure of any portion of the underlying structure; loss of insulation or R-value, moisture/air infiltration or condensation through the roof deck, walls, penetrations, rooftop equipment or any other component of the building.

- c. **Change in use, abuse or misuse**, including damage from traffic, vandalism or building maintenance; staging or storage of any nature on the IB Roof System; failure to properly maintain the roof system; or a substantial change in the usage of the building without IBRS approval. Misuse also includes using any portion of the IB Roof System for any purpose other than a roof waterproofing system.
- d. **Alterations during or after installation**, including any addition, penetration, demolition or substantial work performed on or through the IB Roof System without prior IBRS approval; or that is not in compliance with IBRS specifications and installation instructions.
- e. **Any building component, overburden material or component, or any material other than the IB Roof System including without limitation**: caulking or sealants; any component, support, attachment anchor or device bearing upon or installed through the IB Roof System that are used as part of an overburden assembly (such as equipment, walking decks, paver systems, decorative tile or topping materials, rooftop garden or solar assemblies); any seam, joint, connection, product or adhesive that ties or connects the IB Roof System to any non-IB Roof System product; and any material, component or product not supplied by IBRS.
- f. **Building design**, including but not limited to inadequate ventilation, thermal resistance, moisture vapor control; improper placement of thermal insulation; installation of air/vapor barriers or retarders, closures and sealants.
- g. **Contact with incompatible products, materials, cleaners, chemicals or compounds**, environmental fallout and any other chemicals not designated as "Satisfactory" in the IBRS Chemical Compatibility Sheet that is in effect on the Installation Date.
- h. **Animals, plants, insects or other organisms** on or beneath the IB Roof System, including algae, moss, fungi, lichens, mold, or mildew. This Warranty also does not cover discoloration, dulling, loss of reflectivity, loss of acrylic surfacing, loss of printed patterns, or accumulation or retention of dirt, dust, general pollutants.
- i. **Any condition that is not in accordance with IBRS installation instructions** (such as base flashing height or fasteners per square foot) unless specifically accepted by IBRS in writing.

Limitation of Damages, Choice of Law & Jurisdiction

THIS WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESSED (WRITTEN OR ORAL) AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS OWNER'S SOLE AND EXCLUSIVE REMEDY. IBRS SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW OR EQUITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY) FOR ANY GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, INJURY OR DAMAGE TO ANY BUILDING OR STRUCTURE, ITS CONTENTS, OR ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION PRODUCT FAILURE, LEAKS, MOISTURE, CONDENSATION, MOLD, ORGANISMS, CHANGE IN APPEARANCE, LOSS OF REFLECTIVITY, VAPOR OR ODORS. Inspection(s) (if any) of the installation or condition of a roof are solely for IBRS' information and convenience, and any such inspection(s) shall not create any additional duty, liability or warranty by IBRS, express or implied, nor any additional remedy for the Owner or any other person. Owner is solely responsible for the investigation and remedy of any non-covered leaks or conditions. This Warranty is governed by the laws of the State of Oregon. Purchase of the IB Roof System constitutes irrevocable consent to the exclusive jurisdiction and venue in state or federal courts in Multnomah or Lane County, Oregon in all disputes against IBRS arising out of or relating to the purchase, use or warranty of this product. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation or exclusion of implied warranties, so the above exclusions and limitations may not apply to you.

NO REPRESENTATIVE, EMPLOYEE OR AGENT OF IBRS IS AUTHORIZED TO MODIFY THIS WARRANTY except in writing as authorized by IBRS' Technical Services Director or by authorized IBRS Warranty Rider(s)/Amendment(s) attached hereto.

Warranty ID# C: SAMPLE Warranty Date of Completion: SAMPLE

Membrane Color: Membrane Thickness: Project Size (sq. ft.):

Project Name: SAMPLE

Project Address: City: State: Zip:

Owner Name: Phone:

Roofing Contractor Name: Phone:
Address: City: State: Zip:

Warranty Transferred: Yes ☐ No ☒

South Florida Commercial Roofing Contractor

PSI Roofing provides premium services and products by educating our clients and creating trust, respect and satisfaction while forming long-lasting relationships.



Emergency Roof Repair

PSI provides 24/7 emergency leak repair service with a 4 hour maximum emergency response time. We are qualified to make repairs to any type of roof and are approved to **complete warranty repairs**.



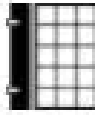
Roof Repair

Everyone from our management team to our service department welcomes you. We have been in business since 1994. Our staff has well over 100 years of combined commercial roofing and restoration experience to offer.



Roof Replacement

Are you looking for a commercial roofing contractor in Florida? PSI Roofing is a South Florida roofing contractor whose philosophy is to install the best roof possible in every situation.



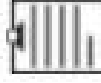
Roof Maintenance

Regular maintenance on your commercial roof can save time and headache longterm. PSI Roofing's maintenance program looks in your cost and provides a **watertight leak free guarantee**.



New Commercial Roof

PSI is a qualified Master Contractor and works with the top development and construction firms in South FL. We are always mindful of quality, budget, timelines and customer satisfaction.



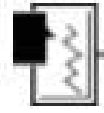
Asset Management

Our Roof Assets Management services include regular maintenance, custom replacement options, work history reports, annual budget summaries, warranty tracking and inspections.



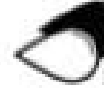
Restorations

We specialize in restoring commercial properties damaged by wind, fire and other disasters. We offer all of the needed assistance to complete your building restoration and get back in business.



Roof Monitoring

As an authorized provider of Roof Monitoring, PSI can help you keep workers safe and prevent possible roof collapse.



Waterproofing

Extend the life of your roof by having PSI install a waterproofing and coating system. These waterproofing solutions can also be installed on parking decks, masonry and exterior walls.



*Your commercial roofing
company for the past 25 years.*

INTEGRITY FIRST®

March 25, 2022

Robin Soodeen, Assistant Director, Public Works
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: City Hall Building Roof Proposal
TIPS CONTRACT: 211001 Job Order Contracting

Dear Mr. Soodeen,

Attached is the Proposal and Scope of Work for the roofing work that we propose to complete at the City of Lauderdale Lakes, City Hall. The project scope includes a Manufacturer's 20 Year No Dollar Limit Warranty for both labor and materials, from Soprema. Based on this Scope of Work, pricing to complete the City Hall project is **\$588,700.00**. Due to extensive material lead times for polyiso insulation, we are providing an Alternate Bid, using Lightweight Insulating Concrete on the concrete decks, and XPS insulation on the metal decks, in lieu of the polyiso insulation that is being proposed in the Base Bid. The pricing for the Alternate Bid is **\$649,600.00**. This pricing is compliant with TIPS unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see the following instructions for Purchase Order:

1. The Purchase Order will be issued to PSI Roofing.
2. The Purchase Order should be clearly marked "Per **TIPS Contract #211001 Job Order Contracting**"
3. EMAIL Purchase Order & VENDOR QUOTE TO:
 - A. TIPSP0@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT
 - B. cc: pfolkersen@psi-roofing.com and tips@psi-roofing.com

PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 | Fax: (954) 202-2044
CCC047136 | CGC062912



TIPS CONTRACT: 211001 Job Order Contracting



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4. Once the PO has been received, pricing compliance verification will take place using the RS Means accounting.

If you have any questions or need additional information, please contact our office.

Warm Regards,

Poul Folkersen
PSI Roofing
792 NE 45th Street
Oakland Park, FL 33334
(954) 299-2750

PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 | Fax: (954) 202-2044
CCC047136 | CGC062912



TIPS CONTRACT: 211001 Job Order Contracting



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SPECIFICATION

JOB START

- a. Prior to starting of work owner shall receive a certificate of insurance from PSI Roofing.
- b. An inspection of the existing building shall be made to record any damage from the existing roof.
- c. All exterior property and landscaping shall be protected to help reduce damage which may be caused by the roof replacement operations.
- d. A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
- e. Owner shall provide access to all sides of the structure(s) for staging, storage, access of trucks, hoisting equipment, dumpsters, and materials, throughout the course of the project.
- f. If present, Owner shall remove all electrical conduits, satellite dishes, & loose items from the roof, prior to the commencement of work.
- g. PSI Roofing's standard working hours are from 7 am to 5 pm, Monday through Friday. If work is required during off hours such as nights, weekends or holidays, the work will be performed at an additional cost.
- h. PSI Roofing requests permission to display banners and/or signage, while work is underway, for marketing purposes.

SCOPE OF WORK

BASE BID – THREE PLY MODIFIED SYSTEM WITH TAPERED POLYISO INSULATION

1. Vacuum off loose and embedded gravel and dispose of at a proper facility.
2. Tear off the existing roofing system, as well as all flashing and related accessories down to the metal or concrete decks and dispose of properly.
3. Inspect the existing metal and concrete substrates and remove and replace any areas of deteriorated or rusted decking. Any metal decking needing replacement will be billed additionally to the contract at \$25.00 per square foot. Any concrete deck repairs will be billed additionally to the contract at \$95.00 per square foot and include an up to 2" depth repair.
4. Over the prepared substrate provide and install an 1/8" on 12" tapered insulation fastened as per code and manufacturer's requirements, for the metal deck applications. For concrete deck areas, the insulation is to be adhered, using manufacturer's approved adhesive.
5. Over the tapered insulation, fasten a 1/8" Sopraboard throughout the field of the roof using the Manufacturer's required fasteners and plates as per local building code, for the metal deck applications. For concrete deck areas, the insulation is to be adhered, using manufacturer's approved adhesive.
6. Install cant strip at all vertical transitions of curbs, walls and parapets.
7. Over the insulation, provide one ply of Soprema Soprafix Base 612 base sheet, using a torch application.

PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 | Fax: (954) 202-2044
CCC047136 | CGC062912



TIPS CONTRACT: 211001 Job Order Contracting



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INTEGRITY FIRST®

8. Provide and install one ply of Soprafix Base 612 as a base flashing ply at the parapets from 4" onto the deck, up the cant and carrying up the abutment a minimum 8" above the roof surface.
9. Over the base ply, heat weld one ply of the Soprema Sopralene Flam 180 throughout the field of the roof starting at the drains and open eave and working up slope.
10. Over the mid-ply, heat weld one ply of Soprema Sopralene Flam 180 FR GR throughout the field of the roof starting at the drains and open eave and working up slope.
11. Over the base flashing ply, install one ply of Sopralene Flam 180 FR GR as a cap flashing ply at the parapets from 6" onto the deck, up the cant and carrying up the abutment a minimum 8" above the finished roof.
12. Haul trash and debris to a proper dumping facility on a daily basis.

ALTERNATE BID – THREE PLY MODIFIED SYSTEM WITH TAPERED LWIC & XPS INSULATION

1. Vacuum off loose and embedded gravel and dispose of at a proper facility.
2. Tear off the existing roofing system, as well as all flashing and related accessories down to the metal or concrete decks and dispose of properly.
3. Inspect the existing metal and concrete substrates and remove and replace any areas of deteriorated or rusted decking. Any metal decking needing replacement will be billed additionally to the contract at \$25.00 per square foot. Any concrete deck repairs will be billed additionally to the contract at \$95.00 per square foot and include an up to 2" depth repair.
4. At the concrete decks, provide and install one ply of Soprema Sopralene 180 3.0 as a vapor barrier as per local building code.
5. At the concrete decks, over the vapor barrier, pour Lightweight Insulating Concrete, with an 1/8" on 12" slope to promote positive drainage.
6. At the metal deck locations, provide and install an 1/8" on 12" tapered XPS insulation, fastened as per code and manufacturer's requirements.
7. Over the tapered insulation, adhere a 1/8" gypsum-based cover board throughout the field of the roof with concrete decking and fasten a 1/8" gypsum-based cover board throughout the field of the roof with metal decking as per manufacturer's recommendations.
8. Install cant strip at all vertical transitions of curbs, walls and parapets.
9. Over the cover board, provide and install one ply of Soprema Sopralene Flam 180 per as per local building code requirements.
10. Using a torch application, provide and install one ply of Soprema Sopralene Flam 180 as a base flashing ply at the parapets from 4" onto the deck, up the cant and carrying up the abutment a minimum 8" above the finished roof using termination bar where required.
11. Over the base ply, install one ply of Soprema Sopralene Flam 180 as an inner ply sheet.
12. Over the previous plies, heat weld one ply of Soprema Sopralene Flam 180 FR GR cap sheet throughout the field of the roof starting at the drains and open eave and working up slope.

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13. Over the previous installed roofing materials, install one ply of Soprema Sopralene Flam 180 FR GR as a cap flashing ply at the parapets from 6" onto the deck, up the cant and carrying up the abutment a minimum 8" above the finished roof.
14. Haul trash and debris to a proper dumping facility on a daily basis.

METAL FLASHINGS AND ACCESSORIES

1. Provide and install pressure treated wood blocking at all parapet and open eave locations, fastened as per code requirements.
2. Provide and install new kynar coated white 24-gauge steel cleated coping replacing all existing, approximately 1,300 LF.
3. Provide and install new metal counterflashing to replace the existing, approximately 520 LF.
4. Provide and install new metal drip edge to replace the existing, approximately 30 LF.
5. Flash up to 714 LF of mechanical curbs with termination bar and metal counterflashing.
6. Flash 13 primary drains as per the Manufacturer's detail. Drains are to be water tested before commencement and after completion of the roofing work.
7. Install and flash 29 emergency overflow through wall outlets with a new scupper sleeve.
8. Provide and install new lead plumbing stacks, replacing the existing (9) as per manufacturer recommendations.
9. Provide and install new gooseneck vent (1).
10. Provide and install new line jack (1).
11. Flash 9 RTU eye-bolt mounts, 2 new A/P vents, and 3 miscellaneous electrical and water pipe penetrations.
12. All metal work shall be installed in accordance with the local building code.
13. Haul away all trash and clean grounds daily and dispose of at a proper dumping facility.

WARRANTY

1. Owner shall receive a Twenty (20) Year No Dollar Limit Warranty on both materials and workmanship from Soprema, for the new roof system.
2. Owner shall receive a Five (5) Year PSI Roofing Superior Guarantee on workmanship.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

Base Bid – 3 Ply Modified w/ Polyiso	\$588,700.00	Initial Here for Acceptance _____
Alternate Bid – 3 Ply Modified w/ LWIC & XPS	\$649,600.00	Initial Here for Acceptance _____

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

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EXCLUSIONS:

Excluded; Work at any of the other roof areas not indicated in the aerial view drawing or listed in the pricing schedule. Any roof mounted electrical or mechanical work. Interior/exterior painting, structural/non-roof related engineering, lightning protection, concrete cutting, stucco work, painting, any additional structural/decking work not listed above, and plumbing. Any fascia board, soffits and other siding or similar finishes. Any gutters and downspouts repairs or replacement not listed above. Any cover and protect of exterior or interior. Any work on overhang balconies or adjacent/attached canopies. Any Mechanical, electrical, and plumbing unit repairs/removal or replacement not specifically described above. Disconnect and reconnect of satellite dishes is excluded. Any Right of Way, MOT permits or any associated costs. Work during night shift (6pm to 6am), holidays and weekends. Any work not mentioned above. All these items can be added to the contract after commencement of work upon contractor's discretion and owner's approval.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. PSI Roofing will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and PSI Roofing shall not be held liable to remedy ponding water situations. Certain products used in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

FORCE MAJEURE

Contractor shall have no responsibility for damages caused by circumstances beyond the reasonable control of the Contractor which prevent or impede the due performance of this contract including, but not limited to, war of hostilities, riot or civil commotion, epidemic, rain, hurricane, flood, fire, tornado, windstorm, or other natural disaster or act of God, as it is normally contemplated that these damages are covered by homeowner's insurance or business risk insurance and the Contractor is not liable for failure of performances due to these same reasons as well as the inability to obtain materials from usual sources, or any other circumstances beyond the control of Contractor whether of similar or dissimilar nature.

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MATERIAL COST ESCALATION

If, during the performance of this contract, the cost of materials significantly increases, though no fault of contractor, the price of the contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding five percent (5%) experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms. Contractor shall provide evidence such increase in materials costs through quotes, invoices, or receipts upon written request. The amount of the increase shall be capped at thirty percent (30%) of the original budgeted price.

Where the delivery of materials, equipment, or energy is significantly delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, equipment, or energy, contractor shall not be liable for any additional costs or damages associates with such delay(s). As used herein, a significant delay shall mean any delay exceeding 30 days experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms.

CANCELLATION

Once the contract is fully executed and the deposit made, unless the Contractor has already mobilized and/or ordered materials for the job, Owner has 72 hours to cancel this contract and receive a return of 100% of the deposit. If cancellation occurs after 72 hours, owner is liable for 20% of the gross contract amount as liquidated and agreed to damages. However, once work has commenced, owner is liable for the full amount of the contract or as otherwise agreed by mutual written agreement. Contractor is not responsible for delays due to construction problems unrelated to the roofing work. Contractor reserves the unilateral right to cancel this contract prior to commencement of work hereunder, for any reason or no reason.

RIGHT TO HIRE

Contractor reserves the right to hire other contractors to supplement or complete the work proposed.

APPLICABLE LAW

This contract shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this contract, venue for all claims shall be in Broward County, Florida.

The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this contract or to exercise any rights under this contract shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

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EXTENT OF AGREEMENT

This contract represents the entire and integrated agreement between Contractor and Owner and supersedes all prior negotiations, representations or agreements, either written or oral and no course of prior dealing, usage of the trade or extrinsic or parole evidence shall be relevant to supplement, vary or explain any term used with respect to this contract. The acceptance or acquiescence of any course of performance rendered under this contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein.

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Contractor retains the initial right to remedy any consequential damages at the sole discretion of contractor and shall not be held liable for any damages occurring previous to or following performance of contracted work. Prior to any claim for default by Owner, Contractor must be given an opportunity to cure by Owner providing contractor 15 days after delivery of a written notice to cure the non-compliance with contract. PSI Roofing must be allowed access to all interior spaces prior to commencement to document existing conditions or PSI Roofing will have no responsibility for interior damages. Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. PSI Roofing cannot be held responsible for the existence of ponding water after the new roof installation because a tapered insulation system is not being installed. PSI Roofing will not take responsibility for personal injury to any person or persons who may fall on or from the roof as a result of our workmanship or materials or said persons interaction with same. We strongly advise that any persons who access the roof top of your building make use of personal fall protection equipment and follow OSHA guidelines for fall protection, failure to do so can result in bodily injury or death and PSI Roofing will not take responsibility for any person accessing the roof top other than our employees. Visit your rooftop at your own risk. All agreements contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado, and other necessary insurance. It is understood that PSI Roofing and PSI Roofing's insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage. PSI Roofing is not a mold expert and it strongly recommends that a mold inspection be completed by an indoor air quality professional retained by the owner prior to commencement. This project may be stopped if progress payments are not made on time. If it becomes necessary for this contractor to expend legal fees to collect our monies under this contract, these legal fees will be the responsibility of the property owner and will added to the amounts due Contractor. Signer shall be personally liable. All warranties are to be issued upon completion of contract. The warranty is the sole remedy for any actions or remedies that arise or are sought as a result of the performance of this contract. Warranty shall be void if annual maintenance is not performed. An insurance certificate made out to the owner will be provided free of charge, if the owner requests to be listed as an additional insured, this service will be provided at cost. Prior to commencement of the Work and where any form of payment or performance bond is required, PSI may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Owner shall furnish such evidence within five (5) business days of request as a condition precedent to issuance of a payment or performance bond and commencement or continuation of the Work. If Owner fails to timely furnish such evidence after request, then upon an additional five (5) business days' notice, PSI may refuse to commence Work or suspend performance of the contract until such time as Owner complies with the request and the property owner is responsible for any damages that may occur due to their action or lack of action. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to PSI. Should PSI make a reasonable request based on prior delays in payment, Owner shall provide adequate evidence as to existence of funds sufficient to pay amounts remaining due and owing to PSI at the time of any applications for payment. The Owner shall have the right to require that PSI furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The cost of such bonds is a Cost of the Work. Any bonds so furnished shall be in forms and amounts acceptable to PSI and its surety, and from a surety licensed in Florida. The parties acknowledge that agreement on the form and amount of a bond where PSI is the principal is a condition to any obligation by PSI to execute the Contract. It is also understood that PSI Roofing and its insurer will exclude from all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly, in whole or in part by [1] mold, including fungus or mildew, or [2] actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, including materials to be recycled, reconditioned or reclaimed, regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage.

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ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**FLORIDA HOMEOWNERS' CONSTRUCTION
RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

(850) 487-1395, 1940 N. Monroe St, Tallahassee, FL 32399-0783, www.myfloridalicense.com.

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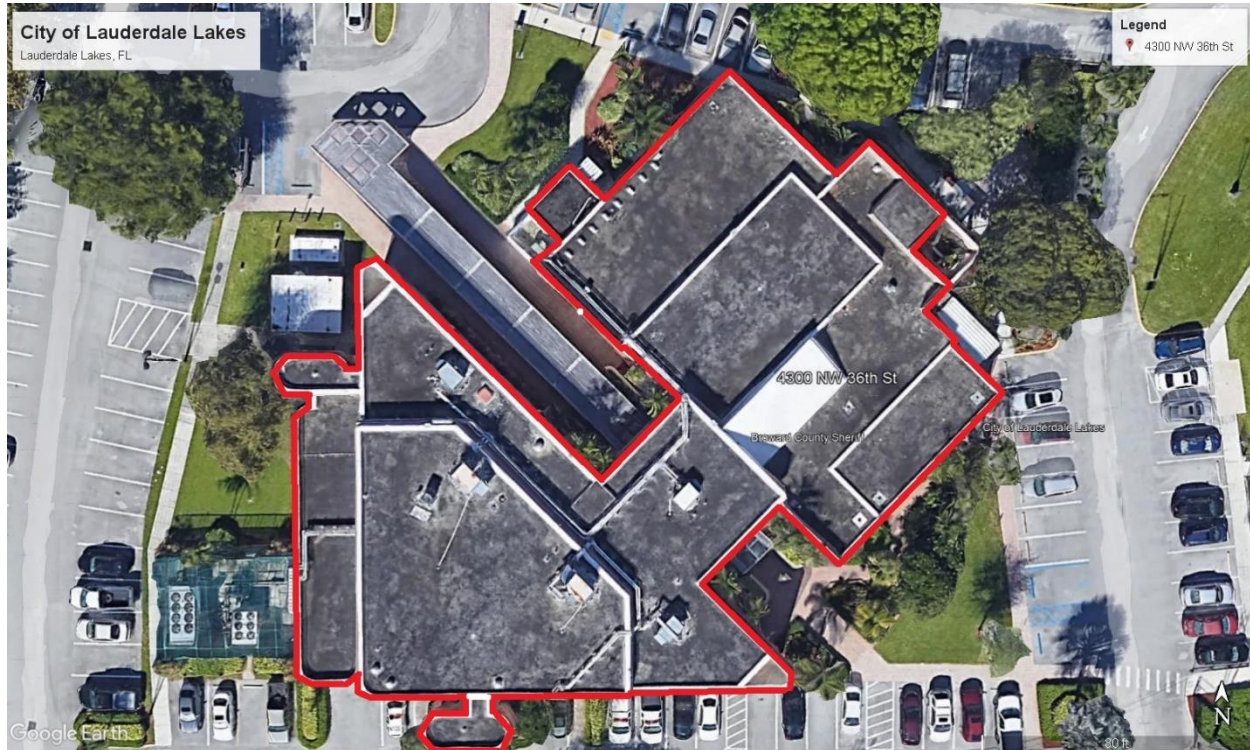
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SITE OVERVIEW: (PROPOSED WORK SCOPE WITHIN RED LINES)



Approximately 17,700 Square Feet Total

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TIPS CONTRACT: 211001 Job Order Contracting

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement:

Title

RESOLUTION 2022-057 RETROACTIVELY APPROVING THE PURCHASE OF HAITIAN FLAGS, HIRING OF ONE BROWARD COUNTY SHERIFF DEPUTY, DISPLAYING HAITIAN FLAGS, AND APPROVING SOCIAL MEDIA MESSAGES

Summary

This is a resolution to approve the purchase of Haitian flags for "Haitian Flag Day," approve the hiring of a Broward Sheriff Office deputy to oversee the City of Lauderdale Lakes' "Haitian Flag Day" Celebration, approve the display of Haitian flags throughout the "We Care" city and approve social media messages.

Staff Recommendation

Background:

On May 18, 1803, Catherine Flon sewed the first Haitian flag from the scraps of a torn French flag during Haiti's revolution and independence from France subsequently. Haitian Flag Day falls on May 18th and has been expanded to a nationally recognized month that celebrates Haitian Heritage. The City maintains the opportunity to celebrate its Haitian residents, Haitian Heritage Month and cultural diversity; therefore, staff preliminarily approved funds to purchase 130 flags, 1 BSO Deputy to oversee the celebrations and approved messages for social media and other media outlets.

Funding Source:

P-Card from Administrative Services Director to be reconciled to 001-0701-4810

Fiscal Impact:

One Hundred 4"x6" flags at \$2 each = \$200 (001-0701-4810)

Thirty 12"x18" flags at \$5 each = \$150 (001-0701-4810)

BSO Deputy = \$50 (001-0700-3410)

Sponsor Name/Department: Hazelle Rogers/Mayor & Commission

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
□ Resolution 2022-057 - Haitian Flag Day	Resolution

1 RESOLUTION 2022-057

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA RETROACTIVELY APPROVING THE PURCHASE OF TWO HUNDRED
5 HAITIAN FLAGS IN AN AMOUNT NOT TO EXCEED ONE AND 50/100
6 DOLLARS PER FLAG, APPROVING THE HIRING OF ONE BROWARD COUNTY
7 DEPUTY SHERIFF TO OVERSEE THE CITY OF LAUDERDALE LAKES' HAITIAN
8 FLAG DAY CELEBRATION IN AN AMOUNT NOT TO EXCEED FIFTY AND
9 NO/100 DOLLARS PER OFFICER, APPROVING THE DISPLAY OF THE HAITIAN
10 FLAG THROUGHOUT THE CITY OF LAUDERDALE LAKES AT VARIOUS
11 LOCATIONS, AND APPROVING SOCIAL MEDIA MESSAGES REGARDING THE
12 CELEBRATION OF HAITIAN HERITAGE MONTH AND HAITIAN FLAG DAY ON
13 MAY 18, 2022; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING
14 FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
15

16 WHEREAS, on May 18, 1803, Catherine Fion sewed the first Haitian flag from the scraps
17 of a torn French flag during Haiti's revolution and subsequent independence from France the
18 following year;

19 WHEREAS, Haitian Heritage Month is a nationally recognized month celebrated in May of
20 each year and is an expansion of the annual Haitian Flag Day, which falls on May 18th;

21 WHEREAS, today, Haitian Flag Day is coined as an official commemoration to the fallen
22 soldiers who helped the United States and many other Western colonized countries gain their
23 freedom and independence;

24 WHEREAS, on April 26, 2022, Mayor Hazelle Rogers, read and presented the proclamation
25 for Haitian Heritage Month at the April 26, 2022 City Commission Meeting;

26 WHEREAS, in celebration of Haitian Heritage Month and Haitian Flag Day, on May 18,
27 2022, the City of Lauderdale Lakes ("City") displayed the Haitian Flag throughout the City at the
28 swale in front of the Oriole Shoppes, the entrance to Boyd Anderson High School, in front of the
29 Gateway, and in front of the Samuel Brown Monument;

1 WHEREAS, throughout Haitian Heritage Month, the City's official Instagram, Twitter and
2 Facebook posted messages in celebration of Haitian Heritage Month and Haitian Flag Day;

3 WHEREAS, in support of Haitian Heritage Month and Haitian Flag day, the City partnered
4 with Boyd Anderson High School to host a Haitian Flag Day celebration with parents and students
5 of the Boyd Anderson Community to celebrate the Haitian Culture;

6 WHEREAS, the financial impact of the Haitian Flag Celebration includes One Hundred
7 Thirty (130) Haitian Flags in an amount not to exceed Three Hundred Fifty and No/100 (\$350.00)
8 Dollars, excluding shipping and handling charges; and one (1) Broward County Deputy Sheriff to
9 oversee the celebration costing approximately Fifty and No/100 (\$50.00) Dollars. Total estimated
10 financial impact of the Haitian Flag Day Celebration was Four Hundred and No/100 (\$400.00)
11 Dollars;

12 WHEREAS, to ensure that the City maintains the opportunity to celebrate its Haitian
13 residents, Haitian Heritage Month, and the City's unique cultural diversity, City Staff preliminarily
14 approved the funds to purchase one hundred (130) Haitian Flags and hire one (1) Broward County
15 Deputy Sheriff to oversee the celebration; and further approved the messages to be posted on
16 the City's official Instagram, Twitter and Facebook pages; and approved the display of the Haitian
17 Flag throughout the corporate limits of the City; and

18 WHEREAS, City Staff recommend that the City Commission approve the purchase of one
19 hundred thirty (130) Haitian Flags in an amount not to exceed Three Hundred Fifty and No/100
20 (\$350.00) Dollars, excluding shipping and handling charges; and one (1) Broward County Deputy
21 Sheriff to oversee the celebration costing approximately Fifty and No/100 (\$50.00) Dollars; and
22 further recommends approval for posting of messages on the City's official Instagram, Twitter

1 and Facebook pages regarding Haitian Flag Day and Haitian Heritage Month; and the display of
2 the Haitian Flag throughout the City of Lauderdale Lakes, retroactive to May 18, 2022, retroactive
3 to May 18, 2022.

4 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
5 LAUDERDALE LAKES AS FOLLOWS:

6 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
7 confirmed as being true, and the same are hereby made a part of this Resolution.

8 SECTION 2. AUTHORITY: The City Commission hereby approves the purchase and
9 expenditure of one hundred thirty (130) Haitian Flags in an amount not to exceed Three Hundred
10 Fifty and No/100 (\$350.00) Dollars, excluding shipping and handling charges; and one (1) Broward
11 County Deputy Sheriff to oversee the celebration costing approximately Fifty and No/100
12 (\$50.00) Dollar, all for a total expenditure of Four Hundred and No/100 (\$400.00) Dollars. The
13 City Commission further approves (retroactive to May 18, 2022) the posting of messages on the
14 City's official Instagram, Twitter and Facebook pages regarding Haitian Flag Day and Haitian
15 Heritage Month, and the display of the Haitian Flag throughout the corporate limits of the City of
16 Lauderdale Lakes.

17 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate
18 City Officials are hereby authorized to take any and all action necessary to effectuate the intent
19 of this Resolution.

20
21 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
22

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Peggy Castano, Administrative Services Director

VOTE:

Mayor Hazelle Rogers	_____ (For) _____ (Against) _____ (Other)
Vice-Mayor Marilyn Davis	_____ (For) _____ (Against) _____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For) _____ (Against) _____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For) _____ (Against) _____ (Other)
Commissioner Beverly Williams	_____ (For) _____ (Against) _____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-058 URGING GOVERNOR RON DESANTIS TO VETO SENATE BILL 620 (SPONSORED BY VICE MAYOR DAVIS)

Summary

This resolution urges The Honorable Governor Ron Desantis to veto Senate Bill 620 which would allow business damages to be assessed against counties and cities in certain circumstances.

Staff Recommendation

Background:

The City Commission of the City of Lauderdale Lakes deem it necessary and in the best interest of the health, safety and welfare of city residents to oppose Senate Bill 620 as an impermissible restraint on the home rule powers of Florida municipalities, including the City of Lauderdale Lakes.


Funding Source:

Fiscal Impact:

Sponsor Name/Department: Vice Mayor Marilyn Davis, Mayor and City Commission

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
 Resolution 2022-058 Urging Governor Desantis to Veto Senate Bill 620	Resolution

1 RESOLUTION 2022-058

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA URGING THE HONORABLE RON DESANTIS, GOVERNOR OF THE
5 STATE OF FLORIDA, TO VETO SENATE BILL 620 WHICH WOULD ALLOW
6 BUSINESS DAMAGES TO BE ASSESSED AGAINST COUNTIES AND CITIES IN
7 CERTAIN CIRCUMSTANCES; PROVIDING FOR THE ADOPTION OF RECITALS;
8 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN
9 EFFECTIVE DATE.
10

11 WHEREAS, on October 25, 2021, Senator Travis Hutson filed Senate Bill 620 to
12 “authoriz[e] certain businesses to claim business damages from a county or municipality if the
13 county or municipality enacts or amends certain ordinances or charter provisions”; and

14 WHEREAS, the City Commission of the City of Lauderdale Lakes deem it necessary and in
15 the best interest of the health, safety and welfare of City Residents to oppose Senate Bill 620 as
16 an impermissible restraint on the home rule powers of Florida municipalities, including the City
17 of Lauderdale Lakes, and thus urge Governor Ron DeSantis to veto Senate Bill 620.

18 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
19 LAUDERDALE LAKES AS FOLLOWS:

20 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
21 confirmed as being true, and the same are hereby made a part of this Resolution.

22 SECTION 2. The City Commission of the City of Lauderdale Lakes strongly opposes
23 Senate Bill 620 and hereby urges Governor Ron DeSantis to veto the Senate Bill 620.

24 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
25 Manager, is hereby directed to provide a copy of this Resolution to the Florida Legislature,
26 Broward League of Cities, Governor Ron DeSantis, the media, and all interested persons.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Vice-Mayor Marilyn Davis

VOTE:

Mayor Hazelle Rogers	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Marilyn Davis	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Beverly Williams	_____ (For)	_____ (Against)	_____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement: No

Title

RESOLUTION 2022-059 APPOINTING A MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD

Summary

This resolution appoints Kelvin Matthew Phillips to the Parks and Recreation Board.

Staff Recommendation

Background:

The City of Lauderdale Lakes Parks and Recreation Advisory Board was created pursuant to Section 2-341 of the City of Lauderdale Lakes Code of Ordinances and further is comprised of five (5) members, each of whom shall be appointed by the mayor or city commissioner and shall serve at the pleasure of the mayor or city commissioner appointing such member respectively in accordance with section 2-311 of the City Code.

The Mayor and City Commission hereby ratify Commissioner Veronica Edwards Phillips' appointment of Kelvin Matthew Phillips for service on the City's Parks and Recreation Advisory Board.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Venice Howard, CMC/City Clerk

Meeting Date: 5/24/2022

ATTACHMENTS:

Description	Type
☐ Resolution 2022-059 - Appointing Member to Parks and Rec Advisory Board	Resolution
☐ Kelvin Matthew Phillips	Backup Material

1 RESOLUTION 2022-059

2
3 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE
4 LAKES APPOINTING A MEMBER TO THE PARKS AND RECREATION
5 ADVISORY BOARD; PROVIDING FOR THE ADOPTION OF RECITALS;
6 PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE
7 DATE.
8

9 WHEREAS, the City of Lauderdale Lakes Parks and Recreation Advisory Board ("Board"),
10 was created pursuant to Section 2-341 of the City of Lauderdale Lakes Code of Ordinances ("City
11 Code") and further is comprised of five (5) members, each of whom shall be appointed by the
12 mayor or city commissioner and shall serve at the pleasure of the mayor or city commissioner
13 appointing such member respectively in accordance with section 2-311 of the City Code; and

14 WHEREAS, the City Mayor and City Commissioners have respectively determined the
15 appointment of certain members of the Board, subject to such members' compliance with the
16 disclosures and application requirements for appointee as set forth in section 2-315 of the City
17 Code.

18 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
19 LAUDERDALE LAKES AS FOLLOWS:

20 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
21 confirmed as being true, and the same are hereby made a part of this Resolution.

22 SECTION 2. APPOINTMENT OF BOARD MEMBER: The Mayor and City Commission
23 hereby ratify Commissioner Veronica Edwards Phillips' appointment of Kelvin Matthew Phillips
24 for service on the City's Parks and Recreation Advisory Board.
25

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 24, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, CMC, City Clerk

VOTE:

Mayor Hazelle Rogers	_____ (For) _____ (Against) _____ (Other)
Vice-Mayor Marilyn Davis	_____ (For) _____ (Against) _____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For) _____ (Against) _____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For) _____ (Against) _____ (Other)
Commissioner Beverly Williams	_____ (For) _____ (Against) _____ (Other)



CITY OF LAUDERDALE LAKES ADVISORY BOARD/COMMITTEE APPLICATION

Service on an Advisory Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Lauderdale Lakes. Please indicate your interest in serving on an Advisory Board and/or Committee by completing this application.

This application is for: ☒ New Appointment ☐ Re-Appointment

If you currently serve on a Board or Committee, please provide the name of the Advisory Board or Committee. _____

Please check the Advisory Board and/or Committee for which you wish to be considered:

<input type="checkbox"/> Beautification Advisory Board	<input type="checkbox"/> Military Affairs Board
<input type="checkbox"/> Budget Advisory Committee	<input checked="" type="checkbox"/> Parks and Recreation Board
<input type="checkbox"/> Economic Development Advisory Board	<input type="checkbox"/> Planning and Zoning Board *
<input type="checkbox"/> Historic Preservation Board	<input type="checkbox"/> School Advisory Board

**Per Section 112.317 Florida Statutes, Members of some Advisory Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name Kelvin Matthew Phillips E-Mail Address: Kmph1990@gmail.com

Residential Address 3388 NW 22nd Ct

Street Name
Lauderdale Lakes FL 33311
City State Zip

Daytime Number: 954-260-0736 Alternate Number _____

EDUCATION:

High School: Plantation High School Location: Plantation, FL
College (if applicable): Univ. of Central Florida Location: Orlando, FL
Years Completed: 4 Degree: Bachelor of Science in Business Education
Other professional or technical training: _____

EMPLOYMENT:

Current or Last Employer: School Board of Broward County
Address: 600 SE 3rd Ave, Fort Lauderdale
Position Held: Teacher-Academic Support Years of Service 5

Please describe professional, voluntary or other experience that best qualifies you for the selected advisory board/committee:

My five-year professional experience as a school board employee and two of them as a full-time teacher, I believe best qualifies me for the Parks and Recreation Board. Through education, I have daily interactions with the young population that the advisory board would be seeking to enhance the lives of. And, I would use my experience thus far to further engage the community in recreational programs.

If you are applying for an Advisory Board which has specific requirements, please explain how your experience and/or educational background meets the criteria (additional backup may be provided):

I will use my experience as a teacher to plan and implement social, cultural, and recreational events. It is important that we foster teamwork among the youth that will benefit them in the future. We must be accountable for any financial obligations as it relates to the city of Lauderdale Lakes building and recreational facilities and the city as a whole.

ACKNOWLEDGMENT (*Check Below*):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties **of the Board**, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that if I am appointed to the Planning and Zoning Board I may be required to have additional experience, education and knowledge related to planning, zoning, redevelopment or related disciplines.



SIGNATURE:

Kelvin Matthew Phillips

NAME (printed)

03/24/2022

DATE

Please complete and return this information:

City of Lauderdale Lakes
City Clerk's Office
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
954-535-2705